City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

City Council
Voting Meeting Agenda
AMENDED 6/19/2026*

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, June 23, 2026	**5:30 PM**	**Civic Center** **5750 W Glenn Drive** **Glendale, AZ 85301**

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4). The public will have access to where the meeting is taking place a minimum of thirty (30) minutes prior to the meeting start time posted on this agenda, pursuant to A.R.S. 38.431.02(H).

CALL TO ORDER

ROLL CALL

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE JUNE 9, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Attachments
Draft Minutes 06 09 2026

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Dianna T. Guzman

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000152-L12, INCHIN'S BAMBOO GARDEN, 18255 N 83RD AVE STE B113
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments
InchinsMap
InchinsPD

4. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH GREENBERG TRAURIG, LLP FOR BOND COUNSEL SERVICES
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments
Linking Agreement

5. AUTHORIZATION TO ENTER INTO A RENEWAL AMENDMENT WITH FIFTH ASSET, INC. DOING BUSINESS AS DEBTBOOK FOR TRACKING AND REPORTING OF GASB 87 LEASES AND GASB 96 SUBSCRIPTION BASED INFORMATION TECHNOLOGY ARRANGEMENTS
Presented by: Levi D. Gibson, Director Budget and Finance

Attachments
Renewal Agreement

6. APPROVAL OF THE INDEPENDENT INTERNAL AUDIT PROGRAM ANNUAL AUDIT PLAN FY 2026-27
Presented by: Mike Kingery, Indpendent Internal Audit Program Manager

Attachments

FY 2026-27 Audit Plan Memo

7. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2025-2026 UTILITY ASSISTANCE PROGRAMS
Presented by: Kimberly Hall, Director, Community Services

Attachments

Amendment #3

8. AUTHORIZATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2026-27 UTILITY ASSISTANCE PROGRAM FUNDING
Presented by: Kimberly Hall, Director, Community Services

Attachments

Wildfire Agreement

9. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PHOENIX GOSPEL MISSION, INC. DBA PHOENIX RESCUE MISSION FOR THE GLENDALE WORKS PROGRAM
Presented by: Kimberly Hall, Director, Community Services

Attachments

Agreement with Phoenix Gospel Mission

10. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. DBA PHOENIX RESCUE MISSION
Presented by: Kimberly Hall, Director, Community Services

Attachments

Amendment 3

11. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER, P.C., FOR ENGINEERING SERVICES FOR THE ARROWHEAD HOSPITAL (COG-50) AND SIERRA VERDE PARK (COG-51) WELLS
Presented by: Djordje Pavlovic, Director, Engineering

Attachments

Amendment No. 3 to Agreement

12. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC, FOR THE THUNDERBIRD CONSERVATION PARK TRAILS IMPROVEMENTS CONSTRUCTION ADMINISTRATION SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Amendment

13. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC., FOR CONSTRUCTION ADMINISTRATION, INSPECTION SUPPORT AND PFAS TESTING FOR CITY OF GLENDALE WELL COG-54
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with GHD, Inc.

14. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEONARD RICE CONSULTING WATER ENGINEERS, INC., DBA LRE WATER, FOR HYDROGEOLOGY SERVICES FOR CITY OF GLENDALE WELLS COG-52 AND COG-53
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with LRE Water

15. AUTHORIZATION TO ENTER INTO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. TO PROVIDE ENGINEERING SERVICES FOR THE SEWER AND MANHOLE REHABILITATION, PHASE VII PROJECT
Presented by: Djordje Pavlivic, P.E., Director, Engineering

Attachments

Agreement

16. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC FOR THE 75TH AVENUE, BEARDSLEY ROAD TO DEER VALLEY ROAD RECONSTRUCTION PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Construction Agreement

17. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC, FOR 59TH AVENUE AND NORTHERN AVENUE INTERSECTION IMPROVEMENT PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Construction Agreement

18. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH AJP ELECTRIC, INC., FOR THE 67TH AVENUE AND GREENWAY ROAD INTERSECTION IMPROVEMENT PROJECT
Presented by: David D. Beard, P.E., City Engineer

Attachments

Construction Agreement

19. AUTHORIZATION FOR THE CITY MANAGER TO EXPEND FUNDS TO REIMBURSE CAMELBACK SPRING TRAINING, LLC FOR CAPITAL REPAIRS MADE AT CAMELBACK RANCH - GLENDALE IN FISCAL YEAR 2027
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

FY2027 Projects

20. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH ARNOLD MACHINERY COMPANY FOR FORKLIFTS
Presented by: Michelle Woytenko, Field Operations, Director

Attachments

Amendment No. 1 to Agreement

21. AUTHORIZATION TO ENTER INTO AGREEMENT WITH ROYALTY SEALANTS, LLC, FOR RE-SEALING JOINTS TO PREVENT WATER INTRUSION AND DETERIORATION ISSUES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Linking Agreement

22. AWARD OF REQUEST FOR PROPOSAL 26-21 AND AUTHORIZATION TO ENTER INTO AGREEMENTS WITH TWO VENDORS FOR CITYWIDE AUCTIONEERING SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Agreement with Sierra Auction

Agreement with Sierra Tactical Auctions

23. AUTHORIZATION TO ENTER INTO A FIRE AND MEDICAL SERVICE AGREEMENT FOR THE TOHONO O'ODHAM GAMING ENTERPRISE
Presented by: Ryan Freeburg, Fire Chief

Attachments

Services Agreement

24. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH COMCATE SOFTWARE, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

Linking Agreement

25. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH QUISITIVE, LLC FOR DELIVERABLES BASED INFORMATION TECHNOLOGY SERVICES
Presented by: Steven Martin, CIO, Innovation and Technology

Attachments

Linking Agreement

26. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE END CUSTOMER AGREEMENT FOR MICROSOFT SUPPORT SERVICES WITH SHI INTERNATIONAL CORP. ("SHI")
Presented by: Steven Martin, CIO, Innovation and Technology

Attachments

Amendment No. 1 to Agreement

27. AUTHORIZATION TO ENTER INTO A SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC
Presented by: Steven Martin, CIO, Innovation and Technology

Attachments

Agreement

28. AUTHORIZATION FOR THE EXPENDITURE OF FUNDS ASSOCIATED WITH CONTINUED PARTICIPATION IN THE REGIONAL WIRELESS COOPERATIVE IN FISCAL YEAR 2026–27
Presented by: Colby Brandt, Police Chief

29. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE SOFTWARE SERVICES AGREEMENT WITH LEADSONLINE, LLC FOR NIGHTHAWK ANALYTICS SOFTWARE FOR THE GLENDALE POLICE DEPARTMENT
Presented by: Colby Brandt, Chief of Police

Attachments

Amendment No. 2 to Agreement

30. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH A MIND FOR DETAIL, INC., FOR CITYWIDE LANDSCAPE LABOR SERVICES FOR TRANSIT BUS STOP SHELTER CLEANING AND TRASH SERVICES
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Attachments

Agreement

31. AUTHORIZATION TO ENTER INTO AMENDMENT NO.1 TO THE AGREEMENT WITH L&S TRANSPORTATION, LLC, FOR THE TAXI VOUCHER PROGRAM
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Attachments

Amendment No. 1 to Agreement

32. AWARD OF INVITATION FOR BID 26-40 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FERGUSON ENTERPRISES, LLC FOR METAL CASTING SERVICES
Presented by: Ron Serio, P.E., Director, Water Services

Attachments

Agreement

CONSENT RESOLUTIONS

33. RESOLUTION NO. R26-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE (MOU) FOR WORKFORCE DEVELOPMENT SERVICES.
Presented by: Kimberly Hall, Director, Community Services

Attachments

R26-65

IGAWorkForce

34. RESOLUTION NO. R26-66

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH VIP INDUSTRIAL HOLDINGS PHASE 2, LLC.
Presented by: Randy Huggins, Development Services, Director

Attachments

R26-66

VIP II Cost Sharing Agreement

35. RESOLUTION NO. R26-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH SCANNELL PROPERTIES #521, LLC, AN INDIANA LIMITED LIABILITY COMPANY AND SP MIM GLENDALE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.
Presented by: Randy Huggins, Director, Development Services

Attachments

R26-67

Development Agreement Cost Sharing

36. RESOLUTION NO. R26-68

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION AND ACCEPTANCE OF DEEDS AND EASEMENTS AT VARIOUS LOCATIONS IN THE CITY.
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

R26-68

37. RESOLUTION NO. R26-69

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT AMENDMENT NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (2022A005) FOR THE APOLLO GARDENS DRAINAGE IMPROVEMENT PROJECT.
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

R26-69

IGA Amendment 3

38. RESOLUTION NO. R26-70

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, AND THE TOWN OF WICKENBURG, ESTABLISHING THE WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM, TO PROVIDE A POOL OF OFFICERS AVAILABLE TO ASSIST IN RESPONDING TO INCIDENTS OF CIVIL DISTURBANCE, PUBLIC DEMONSTRATIONS, OR EVENTS INVOLVING LARGE CROWDS.
Presented by: Colby Brandt, Chief of Police

Attachments

R26-70

IGA WVIRT

39. RESOLUTION NO. R26-71

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, THE AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR A SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.
Presented by: Colby Brandt, Chief of Police

Attachments

R26-71

SRO IGA

40. RESOLUTION NO. R26-72

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT APOLLO HIGH SCHOOL, GLENDALE HIGH SCHOOL, AND INDEPENDENCE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.
Presented by: Colby Brandt, Chief of Police

Attachments

R26-72

SRO IGA

LAND DEVELOPMENT ACTIONS

41. RESOLUTION NO. R26-73

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA25-05 FOR PROPERTY LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY.

ORDINANCE NO. O26-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY TEN ACRES LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY FROM SINGLE RESIDENCE - 8 PLANNED RESIDENTIAL OVERLAY (R1-8 PRD) TO PLANNED AREA DEVELOPMENT (PAD) FOR A DEVELOPMENT PLAN ENTITLED “WESTGATE PARC”; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS

ORDINANCE IS RECORDED. (PUBLIC HEARING)
Presented by: Phil Martinez, Senior Planner, Development Services

Attachments

R26-73
O26-24
Planning Commission Staff Report
GPA & ZON Narrative
Final CP Report
Prop 207 Waiver
Pendergast Adequate School Certificate
TUHSD Adequate School Certificate
TIA Executive Summary
General Plan Map
Zoning Map
Aerial Map
PowerPoint Presentation

ORDINANCES

42. ORDINANCE NO. O26-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027; AND DECLARING AN EMERGENCY.
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

O26-25

***NEW BUSINESS**

43. *CONSIDERATION AND ACTION TO DIRECT THE CITY ATTORNEY TO ACT IN ACCORDANCE WITH THE CITY COUNCIL DIRECTION PROVIDED AT THE MARCH 25, 2025, WORK SESSION EXECUTIVE SESSION REGARDING GLENDALE'S POSITION IN CONNECTION WITH PENDING OR CONTEMPLATED LITIGATION WITH, OR IN SETTLEMENT DISCUSSIONS CONDUCTED IN ORDER TO AVOID OR RESOLVE LITIGATION REGARDING ELECTION LAW AND CONCHAS V. CITY OF GLENDALE
Presented by: Michael Bailey, City Attorney

COUNCIL COMMENTS AND SUGGESTIONS

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

(i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
(ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
(iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
(iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
(v) discussion or consultation with designated representatives of the city in order to consider its position and
instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
(vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

SPECIAL ACCOMMODATIONS

It is the policy of the City of Glendale that all City-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at 623-930-2270 or e-mail adacompliance@glendaleaz.com at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

POSTING VERIFICATION
This agenda was posted on 6/17/2026 at 1:00 p.m. by MR.
This amended agenda was posted on 6/19/2026 at 10:00 a.m. by MR.

AGENDA ITEM: 1.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Julie K. Bower, City Clerk
DEPARTMENT: City Clerk

Subject

APPROVAL OF THE MINUTES OF THE JUNE 9, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Purpose and Recommended Action

N/A

Attachments

Draft Minutes 06 09 2026

D R A F T

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes

Tuesday, June 9, 2026
5:30 P.M.
Voting Meeting
Civic Center

City Council

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

CALL TO ORDER

Mayor Weiers called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Also Present: Patrick S. Banger, City Manager
Michael Bailey, City Attorney
Julie K. Bower, City Clerk
Vicki Rios, Assistant City Manager
Jamsheed Mehta, Assistant City Manager

PRAYER/INVOCATION

The invocation was offered by Tim Hyslip, Baruch Hashem Messianic Congregation.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE MAY 26, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

A motion was made by Councilmember Bart Turner, seconded by Councilmember Lauren Tolmachoff to approve the minutes of the May 26, 2026 voting meeting.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

2. APPROVAL OF THE MINUTES OF THE MAY 28, 2026 SPECIAL VOTING MEETING
Presented by: Julie K. Bower, City Clerk

A motion was made by Councilmember Bart Turner, seconded by Councilmember Dianna T. Guzman to approve the minutes of the May 28, 2026 special voting meeting.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

CONSENT AGENDA

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000082-L10, MARATHON FOOD MART, 5905 W CACTUS RD

4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000151-L12, MORNINGSTAR AT GOLDEN RIDGE, 6735 W GOLDEN LN

5. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000083-L10, TERRIBLE HERBST, 7063 W OLIVE AVE

6. PROTEST LIQUOR LICENSE NO. 600000146-L12, BRUNCH HOUSE WESTGATE, 6751 N SUNSET BLVD STE 110
Presented by: Levi D. Gibson, Director, Budget and Finance

The item was removed from the agenda at the request of the applicant.

7. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000149-L12, KARIBU RESTAURANT, 4935 W GLENDALE AVE STE 1

8. AUTHORIZATION TO ENTER INTO A SERVICE LEVEL AGREEMENT WITH ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, FOR COURT COMPUTER SYSTEMS AND SOFTWARE APPLICATIONS

9. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL (CONSTRUCTION MANAGER AT RISK) WITH ARCADIS U.S., INC. FOR PHASE III DESIGN SERVICES RELATED TO THE RAW SEWAGE PUMP STATION FORCEMAIN ALTERNATIVES

10. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HORIZON DISTRIBUTORS, INC. FOR LANDSCAPE SPRINKLER AND IRRIGATION SUPPLIES

11. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SAGUARO SUMMIT LLC DBA CHRISTMAS LIGHT DECORATORS FOR HOLIDAY, SPECIAL EVENT, AND DECORATIVE LIGHTING SERVICES

12. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH BRINKMANN INSTRUMENTS, INC., DBA METROHM USA, INC., FOR BRINKMANN INSTRUMENT CONSUMABLES AND EQUIPMENT MAINTENANCE

13. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FISHER SCIENTIFIC COMPANY LLC FOR GENERAL LAB SUPPLIES

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Lauren Tolmachoff to approve Consent Agenda items 3 through 5 and 7 through 13.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

CONSENT RESOLUTIONS

Ms. Bower read the Consent Resolutions by title.

14. RESOLUTION NO. R26-61

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE SUBMISSION OF THREE AK-CHIN INDIAN COMMUNITY PROPOSITION 202 GRANT APPLICATIONS ON BEHALF OF THREE COMMUNITY-BASED ORGANIZATIONS SERVING GLENDALE RESIDENTS IN THE TOTAL AMOUNT OF $43,566.37.
Presented by: Levi D. Gibson, Director, Budget and Finance

15. RESOLUTION NO. R26-62

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE GLENDALE POLICE DEPARTMENT AND LA FRONTERA ARIZONA EMPACT – SUICIDE PREVENTION CENTER ALLOWING EMPACT TO PROVIDE BEHAVIORAL HEALTH SERVICES TO CLIENTS REFERRED BY THE GLENDALE POLICE DEPARTMENT'S FAMILY ADVOCACY CENTER.
Presented by: Colby Brandt, Police Chief

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Leandro Baldenegro to adopt Resolution No. R26-62.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Bart Turner

Other: Councilmember Lauren Tolmachoff (RECUSE)
Passed

16. RESOLUTION NO. R26-63

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AMENDMENT NO. 6 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE TRANSIT SERVICES IN THE CITY OF GLENDALE.
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to adopt Consent Resolutions items 14 and 16.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

ORDINANCES

17. ORDINANCE NO. O26-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ALONG PROPERTY OWNED BY THE CITY OF GLENDALE LOCATED AT 7130 W. POTTER DRIVE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
Presented by: John Murphey, Administrator Budget & CIP, Engineering

Ms. Bower read the ordinance by title.

Mr. Murphy said Arizona Public Service Company (APS) had requested a utility easement to upgrade its transformer and add a line that would service well site 51. The easement would allow APS to install, construct, operate, repair, maintain, replace, and reconstruct, if necessary, the facilities.

A motion was made by Vice Mayor Ray Malnar, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-23.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff

Councilmember Bart Turner

Passed

SPECIAL BUDGET MEETING – RESOLUTION (TO ADOPT FISCAL YEAR 2026-27 FINAL BUDGET)

18. RESOLUTION NO. R26-64

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2026-2027, SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION AND ADOPTING THE CITY COUNCIL'S FINANCIAL POLICIES.
Presented by: Levi Gibson, Director, Budget and Finance

Ms. Bower read the resolution by title.

Mayor Weiers opened the public hearing.

Mr. Gibson said the FY26-27 Final Budget request totaled $1.41 billion. It was a 3.5% decrease over the prior year's budget (FY25-26) of $1.46 billion. It included an operating budget of $714 million, a capital improvement plan (CIP) budget of $441 million, a debt service budget of $113 million, and a contingency budget of $142 million. The budget did not include an increase to the primary property tax rate, marking the 11th consecutive year without an increase.

No one wished to speak.

Mayor Weiers closed the public hearing and recessed the voting meeting and convened the special budget meeting.

Ms. Bower read the resolution by title again.

A motion was made by Councilmember Lauren Tolmachoff, seconded by Councilmember Dianna T. Guzman to adopt Resolution No. R26-64.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

ADJOURN SPECIAL BUDGET MEETING AND RECONVENE REGULAR COUNCIL MEETING

Mayor Weiers adjourned the special budget meeting and reconvened the voting meeting.

NEW BUSINESS

19. REAPPOINTMENT OF PRESIDING CITY JUDGE, NICHOLAS DIPIAZZA
Presented by: Jim Brown, Director, Human Resources and Risk Management

Ms. Bower read the item by title.

Mr. Brown said Judge DiPiazza had served as Presiding City Judge since 2020 and was eligible for reappointment to a two-year term. A reappointment process was conducted which included public input. All information gathered in the process had been provided to Council for review and consideration. If Council approved the reappointment, the two-year term would begin November 1, 2026.

A motion was made by Councilmember Bart Turner, seconded by Councilmember Lauren Tolmachoff to appoint Nicholas DiPiazza as Presiding City Judge to a two-year term beginning November 1, 2026.

Mayor Weiers said the City had the best person it could get for the job. Judge DiPiazza did a remarkable job and did it with dignity, distinction and honor.

The vote on the motion was:

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

20. DISCUSSION CONCERNING THE PROCESS TO FILL A VACANT COUNCIL SEAT IN THE CACTUS DISTRICT (POSSIBLE ACTION)
Presented by: Michael D. Bailey, City Attorney

Ms. Bower read the item by title.

Mr. Bailey said Council had discussed the process to fill the Cactus District Councilmember vacancy at the workshop. As discussed, staff would post a vacancy notice on June 15, 2026. Applicants would have 30 days to submit an online application with the same information that was required in 2024. An initial review of the applications would be scheduled for August 11, 2026 and interviews and an action item would be scheduled for August 25, 2026. If Council was in agreement, he asked for a motion.

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to move forward with the process as stated by the City Attorney.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman

Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Baldenegro wished a happy birthday to Councilmember Guzman.

Councilmember Guzman invited Yucca District residents to the district meeting being held on June 17th, from 6:00 to 8:00 p.m. at the Heroes Park Library.

Councilmember Tolmachoff thanked staff for its hard work on the budget that was adopted for the next fiscal year. It took a lot of time and energy.

Councilmember Tolmachoff said Police Chief Colby Brandt would be hosting a town hall regarding fireworks on June 24th, from 6:00 to 7:00 p.m. at the Main Library.

Councilmember Turner had filled in and hosted Arizona Attorney General Kris Mayes' town hall regarding housing justice in the Cactus District.

Vice Mayor Malnar was excited about the ribbon cutting for the new City Hall on June 18th and the public grand opening of City Hall and the celebration of the country's 250th anniversary on June 20th at 4:00 p.m.

Mayor Weiers said now that it was getting hotter, he reminded people to keep themselves, children and pets well hydrated.

CITIZEN COMMENTS

Kathy Stack, Phoenix resident, commented on the removal of Councilmember Conchas.

Joseph Murphy, Albuquerque, NM resident, commented on the removal of Councilmember Conchas.

Judith Clark, Cactus District resident, commented on the removal of Councilmember Conchas.

Willard Watts, Cactus District resident, commented on Council stipends.

Donna Duggins, Cactus District resident, commented on the removal of Councilmember Conchas.

James Deibler, Phoenix resident, commented on the hours of operation of the Main Library.

Lupe Conchas, Jr., Cactus District resident, made general comments regarding the appointment of Judge DiPiazza, water conservation, Community Services and GlendaleOne.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 6:11 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Glendale City Council of Glendale, Arizona, held on the 9th day of June, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this __ day of ___, 2026.

_____
Julie K. Bower, MMC, City Clerk

AGENDA ITEM: 2.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR:
DEPARTMENT: City Clerk

Subject:

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Dianna T. Guzman

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to terms on boards, commissions and other bodies and for the Mayor to administer the Oath of Office to the appointees in attendance.

Background

To recommend the appointment as follows:

Arts Commission

Lisa Lovejoy, Yucca District, to a term expiring January 31, 2028

Audit Committee

Councilmember Lauren Tolmachoff to a term expiring January 31, 2028

Municipal Property Corporation

Michael Zaremba, Yucca District, to a term expiring January 31, 2027

Personnel Board

Kate Myers, Cholla District, to a term expiring January 31, 2028

AGENDA ITEM: 3.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000152-L12, INCHIN'S BAMBOO GARDEN, 18255 N 83RD AVE STE B113
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new non-transferable series 12 (Restaurant) license for Inchin's Bamboo Garden located at 18255 N 83rd Ave Ste B113. The Arizona Department of Liquor Licenses and Control application (No. 397154) was submitted by Rahul Gupta.

Background

The location of the establishment is in the Cholla district. The property is zoned PAD (Planned Area Development). The total population within a one-mile radius is 6,052 per the 2020 U.S. census. Inchin's Bamboo Garden is not currently operating with an interim permit. Therefore, the approval of this license will increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is listed below.

Series	Type	Quantity
06	Bar - All liquor	4
07	Beer & Wine Bar	4
09	Liquor Store	6
10	Beer & Wine Store	5
12	Restaurant	38
BYO	Bring Your Own	1
	Total	**58**

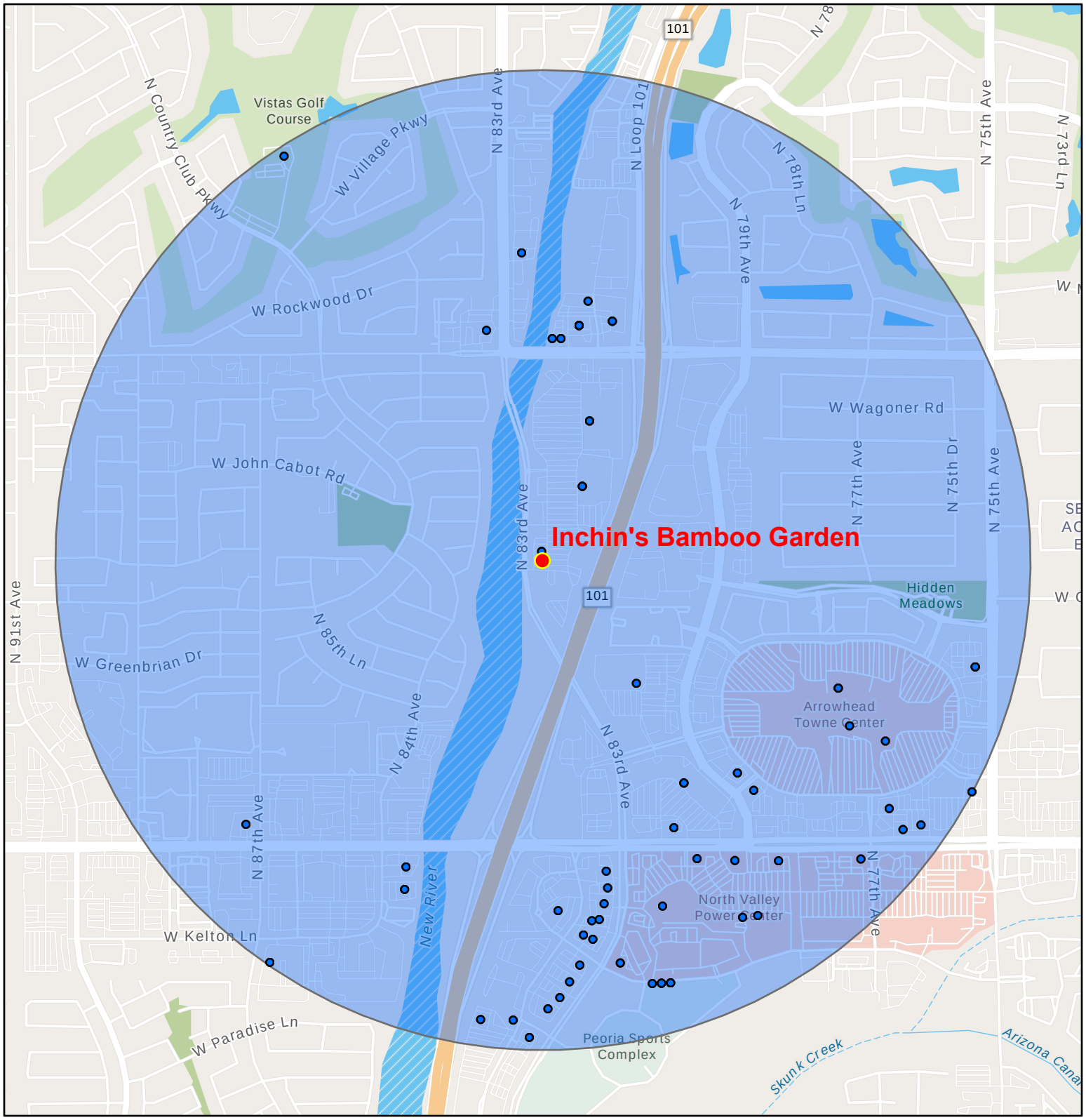
Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this new non-transferable series 12 license, Council may take into consideration the capability, qualifications, and reliability of the applicant, and that the public convenience requires and that the best interest of the community will be substantially served by the issuance.

The City of Glendale Development Services, Police and Tax & License Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement
No public protests were received during the 20-day posting period, May 5 through May 25, 2026.

Attachments

InchinsMap
InchinsPD



BUSINESS NAME: Inchin's Bamboo Garden

LOCATION: 18255 N 83RD AVE #B113, GLENDALE, 85308

ZONING: PAD

APPLICANT: Rahul Gupta

APPLICATION NO:600000152-L12

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

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GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet Date: **5/20/2026**

LIQUOR LICENSE

License Type: **Series 12 - Restaurant (All Spirituous Liquor)**

Definition: *Series 12 - Authorizes the sale of all spirituous liquor for on-premises consumption, where food sales constitute a significant portion (currently 40%+) of gross revenue.*

Application Type: **New License**

Definition: *New License: A brand-new liquor license issued for a new applicant and/or new business. No prior license is being transferred or modified.*

BUSINESS INFORMATION

Business Name: **INCHIN'S BAMBOO GARDEN**

Business Address: **18255 N 83RD Avenue STE #B113**
Glendale, AZ 85308

AGENT INFORMATION

Name: **Gupta, Rahul** Phone: **623-999-6150**

APPLICANT(S) INFORMATION

Name: **Gupta, Rahul**

Name: **Kalra, Sudhir**

Name:

Name:

LIQUOR LICENSE INFORMATION / LOCATION HISTORY

Name: **IBG Scottsdale LLC**
Address: **28523 N 23rd Dr**
Phoenix, AZ 85085

Email: **SUDHIRKALRA28@GMAIL.COM**
Phone: **623-414-0876**

Current License Holder: **New application. No liquor license associated with the property.**
License Number:
License Type:
Status:

Previous License Holder: **N/A**
License Number: **N/A**
License Type: **N/A**
Status: **N/A**

Location History: A review of Calls for Service (CFS) and prior police activity at the listed location was completed. Based on available data, there is no significant history of police-related incidents or recurring issues at the listed location.

CALLS FOR SERVICE HISTORY

Calls for Service History:	**Call history for location beginning**: 05/20/2021	**Other Suites**	**New ownership call history beginning:**
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults		1	
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing		9	
Accidents		4	
Fraud / Forgery		1	
Threats			
Criminal Damage		1	
Other Non-Criminal	1	13	
Other Criminal			
Total Calls for Service	**2**	**29**	**N/A**

* Other non-criminal incidents may include calls for service such as suspicious persons, false alarms, juvenile disturbances, welfare checks, civil matters, noise complaints, and other informational reports that require a police response and/or telephone contact.

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INVESTIGATION REVIEW SUMMARY

Applicant Background Synopsis:

A background review of all listed applicant(s) was conducted utilizing standard law enforcement databases available at the time of review. None of the listed applicant(s) have any known felony convictions within the past five years, nor any other known criminal history that would lead to a police department recommendation for denial.

Background Investigation Complete:

The background investigation has been completed in full. Based on the information available at the time of review, the police department finds no cause for denial.

Additional Comments:

N/A

	Signature	*Date*
Glendale Liquor Detective - S.Jackson #17600		05/20/2026
CID Lieutenant and/or Commander		
Deputy City Attorney		
Chief of Police and/or Designee	 8839	5/21/26

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH GREENBERG TRAURIG, LLP FOR BOND COUNSEL SERVICES
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Greenberg Traurig, LLP for bond counsel services for an initial term of one (1) year.

Background

The city has historically relied on issuing debt as an effective means to finance capital projects with long useful lives and currently has just under $1 billion in outstanding debt. Bond/debt refinancing is also critical to ensure the city is able to use the market to minimize debt service costs. The city's outstanding debt is summarized below:

- General Obligation (GO) Bonds
- Excise Tax Revenue Bonds
- Transportation Revenue Bonds
- Municipal Corporation Excise Tax Bonds
- Water and Sewer Revenue Bonds
- Certificates of Participation

As bond financing and refinancing is a highly regulated environment, bond counsel is an essential member of a governmental issuer bond financing team. Bond counsel renders an opinion on the validity of the bond offering, the security for the offering, and whether and to what extent interest on the bonds is exempt from income and other taxation. The opinion of bond counsel provides assurance both to issuers and to investors who purchase the bonds that all legal and tax requirements relevant to the matters covered by the opinion are met. An issuer should assure itself that its bond counsel has the necessary expertise to provide an opinion that can be relied on and will be able to assist the issuer in completing the transaction in a timely manner.

Analysis

The Government Finance Officers' Association (GFOA) recommends that issuers select bond counsel on the basis of merit using a competitive process and review those relationships periodically. In February 2022 under Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Greenberg Traurig, LLP for bond counsel services. Greenburg Traurig has served as the city's bond counsel for over twenty years. They have been the bond counsel for numerous bond refinancing transactions which have resulted in substantial savings in interest costs. They most recently assisted the city in issuing new General Obligation Bonds in October 2025 and Water and Sewer Revenue bonds in May 2026.

The initial term of the agreement would be effective from the date of council approval until March 31, 2027.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process used complies with the intent of Glendale’s procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City's Procurement Division.

Previous Related Council Action

On June 13, 2023, Council approved the Linking Agreement with Greenberg Traurig for bond council services.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$0
Budgeted Y/N?:	Y
Account:	10001111-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the Budget and Finance Department operating budget. Payments to Greenberg Traurig, LLP are typically paid when bonds are issued and become part of the issuance costs. The amount of payment is typically dependent upon the total debt being issued or restructured, and follows a per bond and per hour pricing structure contained in Exhibit C of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Linking Agreement

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GREENBERG TRAURIG, LLP

This Linking Agreement ("Agreement") is entered into as of this 1 day of April, 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Greenberg Traurig, LLP, a limited liability partnership, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 1, 2023, under Arizona State Purchasing Cooperative Agreement, the State of Arizona, entered into a contract with Contractor to purchase the goods and services described in the Bond Counsel Services, Contract No. CTR063905 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 1, 2023, until the date the contract terminates on March 31, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond March 31, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until March 31, 2029.

   B. The City may extend the term of this Agreement for an additional two years if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit B**.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Levi D Gibson
5850 W Glendale Avenue
Glendale, Arizona 85301
623-930-2470
LGibson@glendaleaz.com

and

Greenberg Traurig, LLP
c/o William R. DeHaan
2375 East Camelback Rd, Suite 800
Phoenix, Arizona 85016
602-445-8457

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Patrick Banger
City Manager

"Contractor"

Greenberg Traurig, LLP,
a New York limited liability partnership

By: _____
Name: William R DeHaan
Title: Shareholder

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GREENBERG TRAURIG, LLP

EXHIBIT A

CTR063905 FOR BOND COUNSEL SERVICES

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GREENBERG TRAURIG, LLP

EXHIBIT B

METHOD AND AMOUNT OF COMPENSATION

Compensation is based on the issuance of the bond.

AGENDA ITEM: 5.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject

AUTHORIZATION TO ENTER INTO A RENEWAL AMENDMENT WITH FIFTH ASSET, INC. DOING BUSINESS AS DEBTBOOK FOR TRACKING AND REPORTING OF GASB 87 LEASES AND GASB 96 SUBSCRIPTION BASED INFORMATION TECHNOLOGY ARRANGEMENTS
Presented by: Levi D. Gibson, Director Budget and Finance

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a Renewal Amendment and Order Form for contract #C21-0735-1 with Fifth Asset, Inc. for cloud-based software (Debtbook) for the Budget and Finance Department, and to approve the expenditure of funds for an amount not to exceed $108,000 over the three-year term of the agreement, which ends July 14, 2029.

Background

DebtBook provides local governments, nonprofits, and similar organizations with the tools they need for complete debt, lease, and subscription management to comply with accounting standards (like GASB 87 and GASB 96), all in a refreshingly simple yet comprehensive user interface. GASB 87 and GASB 96 are complex accounting standards that require significant information tracking related to all leases entered into by the city as well as all subscription-based information technology arrangements (SBITAs). The Debtbook software reduces the number of staff work hours required to comply with the standards and produces the information necessary to be included in the annual comprehensive financial report.

Analysis

If Council approves the requested action, the Budget and Finance Department will obtain the Debtbook SaaS (software as a service) product for use in complying with GASB 87 and GASB 96. The total cost for year 1 is $35,000, total cost for year 2 is $36,000, and the total cost for year 3 is $37,000.

Previous Related Council Action

On June 27, 2023, Council approved contract #C21-0735-1 with Fifth Asset, Inc doing business as Debtbook for software services.

Fiscal Impact

Fiscal Year: FY2026-27

Fiscal Year Amount Requested:	$35,000
Budgeted Y/N?:	Y
Account:	10001111-520160
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2026-27 Budget and Finance operating budget. Expenditures under this agreement are not to exceed $108,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are dependent upon Council budget approval.

Attachments

Renewal Agreement

How was the item procured: Special Procurement

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment

Docusign Envelope ID: 3CE2A262-E328-8063-838D-2A3C141E28B8

DebtBook

RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form ("**Renewal Amendment**") to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook ("**DebtBook**") and the Customer identified in the signature block below ("**Customer**")(together, the "**Parties**"), is effective as of the date of Customer's signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated July 15, 2023 (together, the "**Agreement**"), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional 3 years.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Treasury
Item & Description
Debt Accounting Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services
Debt Management Core Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services

Compliance
Item & Description
Lease & SBITA Management Complete Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services

Annual Summary	**Year 1**	**Year 2**	**Year 3**
Recurring Subscription Fees	$35,000.00	$36,000.00	$37,000.00
One-Time Implementation Fees	$0.00		
Annual Total	**$35,000.00**	**$36,000.00**	**$37,000.00**
TOTAL			**$108,000.00**

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional 3 years beginning on July 15, 2026 (the "**Renewal Date**") and concluding on July 14, 2029 (the "**Renewal Term**").

Docusign Envelope ID: 3CE2A262-E328-8063-838D-2A3C141E28B8

2. The definition for "**Application Services**" in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. "**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

3. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.

4. Any reference to the "Agreement" will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Amendment will constitute an "Order Form" as defined in the Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.

5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.

6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

Fifth Asset, Inc. d/b/a DebtBook		**Glendale, AZ**
By:		By:
Name:	Michael Juby	Name:
Title:	Vice President & Chief Financial Officer	Title:
Date:	6/15/2026	Date:

ATTEST:

_____
Julie K. Bower, (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey,
City Attorney

AGENDA ITEM: 6.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michael Kingery, Internal Audit Program Manager
DEPARTMENT: City Manager's Office

Subject

APPROVAL OF THE INDEPENDENT INTERNAL AUDIT PROGRAM ANNUAL AUDIT PLAN FY 2026-27
Presented by: Mike Kingery, Indpendent Internal Audit Program Manager

Purpose and Recommended Action

This is a request for City Council to approve the Independent Internal Audit Program (IIAP) Annual Audit Plan for FY2026-27 as recommended by the Council-appointed Audit Committee.

Background

The City Council amended City Code section 2-54 of Ordinance No. 19-43 on May 14, 2019, and with Ordinance No. O23-52 on October 24, 2023, creating the IIAP and an Audit Committee. The code requires the Audit Committee to complete a periodic risk assessment of the City departments, programs, activities and boards and commissions and recommend audits to the IIAP. Based on the risk assessment, an audit plan should be developed and submitted to the City Council for approval every year. The staff is recommending the attached audit plan for FY2026-27. It is important to note that at any time throughout the course of the Audit Plan, the Audit Committee may recommend changes based on unanticipated issues, needs, or risks that may arise. Any changes recommended by the Audit Committee to the Audit Plan will be forwarded to the City Council for consideration in accordance with the City Code. This proposed Audit Plan is designed to provide coverage of key risks; utilizes existing staff and approved budget for contracting external audit firms; and has been prepared in compliance with the requirements of City of Glendale's Code 2-54 and Ordinances 19-43 and 23-52. This proposed plan was discussed and approved at the June 4, 2026, Council-appointed Audit Committee meeting. The IIAP utilized the Global Internal Audit Standards, as issued by the Institute of Internal Auditors (IIA) for the development of the annual audit plan. These guidelines recognize that an annual audit plan and work schedule benefit the organization by:

- Determining which agencies, programs, activities and functions will be prioritized for audits on an annual basis;
- Allowing an efficient allocation of audit resources;
- Providing flexibility in the management of the IIAP including audit staff and external contractors;
- Projecting an estimate of timelines for completing audits for the year; eliminating duplication and the potential for overlapping audit work with other initiatives; and,
- Providing a solid basis for budgetary allocation of funds to IIAP.

The proposed Audit Plan is based on developing a realistic consideration of resources, budgets, and timelines that will cover FY2026-27. It includes a balance between compliance and performance audits as well as continuous audit topics. The plan identifies five audit projects to be conducted with assistance from third-party professional service firms, along with one audit and two audit-related activities to be performed by IIAP staff. This best practice approach provides the IIAP with greater flexibility to address emerging issues in a timely manner and for providing high quality and responsive audit service to both the Council (through the Audit Committee) and Executive Management.

Previous Related Council Action

On May14, 2019, City Council amended City Code §2-54 and approved creation of an Independent Internal Audit Program and an Audit Committee, and approved revisions to O19-43 with approval of O23-52 on October 24, 2023.

Community Benefit/Public Involvement

The approval of this audit plan will enable the internal audit program to carry out independent audits and evaluations of the City's departments, programs and activities; to provide reasonable assurance to the Public, City Council and Management on the effectiveness of risk management, internal controls and governance process; to ensure continuous prioritization and coverage of areas of significant risks by the IIAP; and, to issue periodic reports on the results of audits. Public involvement in providing oversight to the city's IIAP includes professional expertise in financial reporting, accounting, auditing, or relevant fields from two Council-appointed public members on the Audit Committee, in addition to holding regularly scheduled public meetings of the Audit Committee.

Attachments

FY 2026-27 Audit Plan Memo

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

Glendale
ARIZONA

June 23, 2026

Mayor and Council:

Enclosed is the proposed Audit Plan covering Fiscal Year 2026-2027 for the City's Independent Internal Audit Program (IIAP). The plan includes a total of five audit projects which will be conducted using contracted third-party firms. In addition, there are two other audit-related activities to be performed by internal resources.

In developing this plan, IIAP staff participated in a citywide risk assessment (business control mapping) exercise that included input from department directors and supervisors, as well as senior leadership. This effort resulted in an extensive list of potential areas for audit within the City. These potential areas were prioritized based on auditability and potential impact, and IIAP staff subsequently developed the proposed audit plan attached.

IIAP staff believes this plan – in conjunction with other audits completed in recent years – allows for deeper examination across multiple City departments, programs, and activities and recognizes the concerns of the Council and Management. This proposed plan was discussed and approved at the June 4, 2026, Council-appointed Audit Committee meeting. As required by the City Code, I am now requesting approval of the proposed plan by the full Council.

Respectfully submitted,

Mike Kingery
Independent Internal Audit Program Manager

5850 W. Glendale Ave. 623.930.2000
Glendale, AZ 85301

Proposed FY27 Audit Plan

	Department	Program	Auditor	Potential Scope
1	Citywide	Single Point of Failure / Succession Planning	qualified vendor	Performance audit to review staffing/duty assignments, vacancies, overtime trends, and cross-training records to determine inadequate workforce resiliency. Identify critical processes where responsibility lies with only one or two employees, and their temporary or permanent departure results in risk of nonperformance. Determine sufficiency of succession plans in conjunction with retirement eligibility and turnover trends; include analysis of existing workflows and documentation of critical job skills and steps.
2	Citywide	Contract Management	qualified vendor	Performance audit to evaluate the effectiveness, efficiency, and compliance of processes for monitoring significant contracts across the city. Determine extent that deliverables, milestones, and service levels are tracked and corrective action is taken where warranted. Verify that effective dates, terms, renewals, and dollar amounts are tracked, including whether changes and/or renewals push contracted amount over the approved procurement limits.
3	Citywide	Inventory Management	qualified vendor	Performance audit to determine the effectiveness and efficiency of processes related to inventory of city assets/equipment/tools. Analyze inventory aging, physical security/access, stock levels comparing actuals to system totals, and disposal/surplus property procedures. Analyze personnel duties related to ordering, receiving, issuing, and reconciling inventories to ensure effective controls are in place and functioning as intended.

Proposed FY27 Audit Plan

	Department	Program	Auditor	Potential Scope
4	Human Resources & Risk Management	Personnel Leaves Administration	qualified vendor	Performance audit to review compliance with federal/state leave laws and city policies. Determine whether leave approvals, denials, notifications, return-to-work documentation, and leave tracking is sufficient and effective. Verify leave balances, payroll deductions/accruals, and any funding requirements (such as for Workers' Comp) are accurate and sufficient. If warranted, determine that TPA claims are handled accurately, timely, and according to established protocols with payment controls in place.
5	Innovation & Technology (IT)	Selected IT audit(s) from FY26 IT risk assessment	qualified vendor	Perform an IT audit on one or more of the highest risk areas identified during the FY26 IT risk assessment.
6	HR/Budget & Finance	Payroll and/or Payment analytics	IIAP	Working with IT and possibly utilizing AI, develop payroll and/or payment (accounts payable and purchasing card) analytics to regularly assess potential exceptions and how effectively they are identified and resolved.
7	Citywide	Risk Assessment	IIAP	Further refine the Risk Assessment process to provide more consistent, comparable risks that can be measured across departments in terms of impact and likelihood to formulate future audit plans.

AGENDA ITEM: 7.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Kimberly Hall, Director
DEPARTMENT: Community Services

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2025-2026 UTILITY ASSISTANCE PROGRAMS
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 3 to the Independent Contractor Agreement with Arizona Community Action Association dba Wildfire (Contract No. C25-0644) to decrease funding by $65,000 for a new not to exceed amount of $298,233 to close out Fiscal Year 2025-26. This reduction will allow Wildfire to reallocate Glendale's unused funds to other agencies that have fully expended their allocations, but has no impact on the funding for the upcoming fiscal year, FY2026-27.

Background

The Glendale Community Action Program (CAP) provides direct assistance to low-income Glendale residents, including help with utility bills, rent, case management as well as services for individuals experiencing homelessness.

The Arizona Community Action Association (Wildfire) is a statewide nonprofit that supports CAP agencies and advances anti-poverty initiatives across Arizona. Wildfire works with utility providers, donors, and foundations to secure funding for emergency utility assistance, energy access, housing stability and other basic needs. Wildfire distributes these resources to local CAP agencies to assist qualified households through these programs, including the city's CAP program.

Wildfire is requesting this funding reduction to reallocate resources that Glendale did not spend to fund other agencies that have fully expended their allocations. Glendale will continue to provide utility assistance to residents in need. All other terms and conditions of the Agreement remain unchanged.

Analysis

The Glendale Community Action Program (CAP) provides utility and housing stabilization assistance to low-income Glendale residents through a combination of local and federal funding sources, including Wildfire funds. This contract amendment will decrease funding by $65,000 for a total not to exceed amount of $298,233 for Fiscal Year 2025–26. The requested reallocation of these funds by Wildfire will assist other eligible agencies in the region in preventing utility service shutoffs and promoting housing stability for vulnerable residents.

Previous Related Council Action

On March 10, 2026, City Council approved Amendment No.1 and Amendment No. 2 to Contract No. C25-0644 with Wildfire to secure additional funding for FY2025-2026.

On June 24, 2025, City Council approved Contract No. C25-0644 with Wildfire to secure the city's initial FY2025-2026 utility assistance program funding allocation.

Community Benefit/Public Involvement

By reallocating funding to the Arizona Community Action Association (Wildfire), other eligible organizations will be able to continue providing emergency utility assistance services across the region. These services help prevent homelessness, reduce the risk of utility disconnections, and support financial stability for vulnerable families.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$298,233
Budgeted Y/N?:	Y
Account:	21405262-523150
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

The budget for this item is being decreased by $65,000 to reflect updated funding needs and anticipated expenditures. This reduction aligns the budget with current program utilization. Total expenditures will not exceed $298,233 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment #3

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

Amendment No. 3 to the 2025-2026
Independent Contractor Agreement
Contract No. 07012025-26

The Independent Contract Agreement dated 07/01/2025 between Arizona Community Action Association (dba Wildfire) and **City of Glendale** (hereinafter "Contractor") is hereby amended as follows:

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

- **APS Crisis Bill Assistance:** The Direct Service amount will **decrease** from **$70,100.00** to **$57,600.00** and the Program Delivery amount will **decrease** from **$14,020.00** to **$11,520.00**. The Total Allocation amount will **decrease** from **$84,120.00** to **$69,120.00**.

- **SRP Bill Assistance:** The Direct Service amount will **decrease** from **$134,825.00** to **$93,158.33** and the Program Delivery amount will **decrease** from **$26,965.00** to **$18,631.67**. The Total Allocation amount will **decrease** from **$161,790.00** to **$111,790.00**.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 3, effective as of the effective date.

City of Glendale:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address:
7677 W Bethany Home Rd.
Glendale, AZ 85303
Email: cschulte@glendaleaz.com

Wildfire:

Signature: [signature]

Name: Kelly McGowan

Title: Executive Director

Date: 4-10-2026

Address:
340 E Palm Lane, Suite 315
Phoenix, AZ 85004
Email: kmcgowan@wildfireaz.org

AGENDA ITEM: 8.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Kimberly Hall, Director
DEPARTMENT: Community Services

Subject

AUTHORIZATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2026-27 UTILITY ASSISTANCE PROGRAM FUNDING
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into an Independent Contractor Agreement with Arizona Community Action Association dba Wildfire to accept $241,059.00 in funding for Fiscal Year 2026–2027 to support utility assistance programs administered by the Glendale Community Action Program (CAP).

Background

The Glendale Community Action Program (CAP) provides direct assistance to low-income Glendale residents, including help with utility bills, rent, case management and services for individuals experiencing homelessness. The Arizona Community Action Association (Wildfire) is a statewide nonprofit that supports CAP agencies, and advances anti-poverty initiatives across Arizona. Wildfire works with utility providers, donors, and foundations to secure funding for emergency utility assistance, energy access, housing stability and other basic needs. Wildfire distributes these resources to local CAP agencies to assist qualified households through these programs, including the city's CAP program.

Analysis

On average, the Glendale Community Action Program (CAP) provides assistance to approximately 2,700 low-to-moderate income Glendale households each year. Without CAP's support, many of these households would face the risk of utility disconnection or potential homelessness due to financial hardship. This agreement will secure $241,059 in utility assistance funding for Fiscal Year 2026–27 for this assistance. These funds are expected to assist approximately 700 Glendale households, helping to stabilize housing and prevent utility shutoffs for vulnerable residents.

Community Benefit/Public Involvement

Commitment of these funds will expand the city's capacity to provide crisis assistance to low-income households experiencing financial hardship. The additional resources will help residents address utility arrearages and other emergency needs, maintain housing stability, and reduce the risk of homelessness. By providing timely financial assistance during periods of crisis, the program helps households stabilize their circumstances and avoid more severe economic hardship. Continued funding strengthens the health, stability, and resilience of the

community while supporting safer neighborhoods, greater economic security, and an improved quality of life for Glendale residents.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$241,059
Budgeted Y/N?:	Y
Account:	21405262-523150
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is budgeted for the FY2026-27 Community Services operating budget. Expenditures are not to exceed $241,059 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Wildfire Agreement

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

wildfire
Igniting Community Action to End Poverty in Arizona

INDEPENDENT CONTRACTOR AGREEMENT
2026-27 Utility Assistance Programs
Contract No. 07012026-27

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Glendale (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire"), together referred to as the Parties, ("Parties").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2. Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

1.2 Fund Sources

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
APS Crisis Bill Assistance -- CY26	$17,324.00	$4,331.00	$21,655.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY26 allocation must be expended by 12/31/2026
APS Crisis Bill Assistance -- CY27	$11,435.20	$2,858.80	$14,294.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY27 allocation must be expended between 01/01/2027 and 06/30/2027
Global Water Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Global Water Bill Assistance Program Summary
Salt River Project (SRP) Bill Assistance	$81,616.67	$16,323.33	$97,940.00	Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share Bill Assistance	$7,727.27	$772.73	$8,500.00	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary
Southwest Energy Share Repair/Replace	$0.00	$0.00	$0.00	Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary
Southwest Gas Low Income Energy Conservation (LIEC) -- CY26	$2,033.04	$304.96	$2,338.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY26 allocation must be expended by 12/31/2026
Southwest Gas Low Income Energy Conservation (LIEC) -- CY27	$2,314.78	$347.22	$2,662.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY27 allocation must be expended between 01/01/2027 and 06/30/2027

1.2 Fund Sources (Continued)

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
TEP Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: TEP Bill Assistance Program Summary
Utility Repair Replacement Deposit (URRD)	$38,058.33	$7,611.67	$45,670.00	Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status.
If allocated on this line, 20% of the URRD total above is available for HVAC Pilot Program	$7,611.67	$1,522.33	$9,134.00	Refer to Exhibit A: URRD Program Summary
Unisource Electric Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary
Warm Spirit Electric - Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Warm Spirit Program Summary
Warm Spirit Gas - Bill Assistance	$0.00	$0.00	$0.00	Refer to Exhibit A: Warm Spirit Program Summary
Heat Relief Initiative -- Replacement	$40,000.00	$8,000.00	$48,000.00	Refer to Exhibit A: Heat Relief Initiative Program Summary
Heat Relief Initiative -- Repair Only	$0.00	$0.00	$0.00	Refer to Exhibit A: Heat Relief Initiative Program Summary

Heat Relief Initiative -- Replacement
Minimum amount of Direct Service Allocation that must be expended in APS territory: $10,000.00

Heat Relief Initiative -- Replacement
Minimum amount of Direct Service Allocation that must be expended in SRP territory: $10,000.00

Heat Relief Initiative -- Replacement
Minimum number of households that must be served in order to exceed $10,000 household limit: 4
(see Exhibit A: Heat Relief Initiative Program Summary)

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between the summaries reflected in this Section and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will begin on the later of full execution of this Agreement or **July 1, 2026** (the "Effective Date") and end on **June 30, 2027**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire will be obligated to provide funding to Contractor for services rendered according to the terms of this contract up to the date of termination. Wildfire will not be obligated to provide funding to Contractor for any services performed after the date of termination. The remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by ***Section 4.*** After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda.

Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure

and maintain all additional insurance coverage required by the Program Documents.

- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
    - *a) Commercial General Liability – Occurrence Form*
        - General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
        - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
    - *b) Automobile Liability*
        - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

            - Combined Single Limit (CSL) $ 1,000,000
            - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

    - *c) Worker's Compensation and Employers' Liability*
        - The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M.

Best rating requirements.

- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

4. Compliance with Terms of Funding.

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1. Contractor's Obligation of Confidentiality. The Contractor, City of Glendale, is a municipal corporation, subject to the requisites of Arizona law found in A.R.S. § 39-121 et seq. With the exception of personal identifying information prohibited by state law and the duty to safeguard the client's confidentiality imposed by the Department of Housing and Urban Development (HUD), the records of contracts and other items are required to be open for public inspection upon request.

5.2 Protecting Confidential Information. In order to protect the confidentiality of applicants and participants in Contractor-administered HUD programs, recipients can request public records pertaining to its relationship with the Arizona Community Action Association dba Wildfire. Contractor will promptly notify Wildfire of the request in order to allow Wildfire (or its funding partners) to seek protection of those records in the Arizona Courts. Absent action by Wildfire (or its funding partners) to promptly apply for a

Protection Order (or other appropriate relief) from a proper Arizona Court, Contractor will be required to submit records for public inspection in accordance with applicable law. Subject to the foregoing, Contractor will otherwise maintain the confidentiality of the records relating to the arrangement contemplated by this Agreement, and under no circumstances shall this Section 5 be interpreted as permitting Contractor to disclose any information relating to such arrangement except as required by applicable law.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. Choice of Law and Forum. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. Integration; Modification; Waiver. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. Counterparts; Email. This Agreement may be executed in counterparts and delivered via email.

13. Written Certification Under A.R.S. § 35-393. To the extent A.R.S § 35-393.01 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.

14. 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.

15. Exhibits.

Exhibits are accessible via the following hyperlinks and are hereby incorporated into the main agreement:

Exhibit A Home Energy Assistance Fund Policy Manual FY 2027

Exhibit B Federal Poverty Income Guidelines effective July 1, 2026 – June 30, 2027

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT
2026-27 Utility Assistance Programs
Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
City of Glendale

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address:
7677 W Bethany Home Rd.
Glendale, AZ 85303
Email: cschulte@glendaleaz.com

Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation

Signature: KG. Mc

Name: Kelly McGowan

Title: Executive Director

Date: 6-10-2026

Address:
340 E Palm Lane, Suite 315
Phoenix, AZ 85004
Email: kmcgowan@wildfireaz.org

AGENDA ITEM: 9.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Kimberly Hall, Director
DEPARTMENT: Community Services

Subject

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PHOENIX GOSPEL MISSION, INC. DBA PHOENIX RESCUE MISSION FOR THE GLENDALE WORKS PROGRAM
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Services Agreement with Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission to provide day labor services and case management through the Glendale Works program in an amount not to exceed $2,604,150.60 for the entire term of the agreement; and to authorize the City Manager to renew the agreement, at their discretion, for three additional (3) years, on an annual basis. The initial term of the agreement is one (1) year for an amount not to exceed $651,037.65.

Background

The Glendale Works program has operated since 2018 and provides meaningful opportunities for outreach professionals to engage individuals experiencing homelessness. Participants have the opportunity to earn a day's wage, paid at the end of each shift, while connecting with housing, employment, and other supportive resources. The program serves up to 20 participants per day, four days per week. Phoenix Rescue Mission recruits participants, provides transportation to city-designated work sites, oversees project completion, and delivers ongoing case management to participants. These services help participants access resources that support housing stability, employment, and long-term self-sufficiency.

Analysis

Since its inception in 2018, the Glendale Works program has generated more than 23,000 engagements with individuals experiencing homelessness, completed over 1,800 city clean-up projects, assisted 125 participants in obtaining permanent housing, and helped more than 90 participants secure employment. Grant funding supports program coordinators, equipment, materials, and participant meals; however, grant funds cannot be used to pay participant wages directly. General Fund resources budgeted within the Field Operations and Community Services Departments will be used to pay wages for work performed at the city landfill, parks facilities, and public housing campuses.

Community Benefit/Public Involvement

The Glendale Works Program benefits both program participants and the broader community by engaging individuals experiencing homelessness in meaningful work activities while connecting them to housing and employment opportunities. In addition to supporting pathways to self-sufficiency, the program enhances the appearance and safety of public spaces through community cleanup projects. Continuation of the program supports the goals of the City's 2025-2029 HUD Consolidated Plan to provide services to vulnerable populations.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	651,037.65
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for FY 2026-27 program expenditures is budgeted in the following accounts: 10001716-521110; 20415114-521110 and 21621718-521110. Expenditures in future fiscal years are contingent upon City Council approval.

Attachments

Agreement with Phoenix Gospel Mission

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

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SERVICES AGREEMENT
(Not Construction Related)
Glendale Works Program

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission, an Arizona Nonprofit Corporation, authorized to do business in Arizona ("Subrecipient") as of the **23rd day of June, 2026** ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");

B. City desires to retain the professional services of Subrecipient to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Subrecipient desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Subrecipient desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Subrecipients and Subcontractors.

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

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

3. Subrecipient's Work.

3.1 Standard. Subrecipient must perform Services in accordance with the standards of due diligence, care, and quality prevailing among Subrecipients 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. Subrecipient warrants that:

a. Subrecipient currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Subrecipient nor any Subrecipient 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 Subrecipient's contracting ability.

(2) Subrecipient must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Subrecipient to notify City as required will constitute a material default under the Agreement.

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3.3 Compliance.

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

b. Subrecipient 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. Subrecipient will require any Sub-contractor to be bound to the same requirements as stated within this section. Subrecipient, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Subrecipient grants to City 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) Subrecipient 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. Subrecipient 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 Subrecipient, the City agrees to indemnify and hold Subrecipient harmless from any claim arising out of the Work Product.

4. Compensation for the Project.

4.1 Compensation. Subrecipient's compensation for the Project, including those furnished by its Subrecipients or Subcontractors will not exceed $2,604,150.60 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Subrecipient without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

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a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.

b. Subrecipient may not add any mark-up for work identified as an Allowance and which is to be performed by a Subrecipient.

c. Subrecipient will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

a. Subrecipient will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Subrecipient and its SubSubrecipients; and

(2) Unconditional waivers and releases on final payment from all SubSubrecipients as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Subrecipient will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Subrecipient 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 Subrecipient fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Subrecipient 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 Subrecipient for Services furnished, City will pay the amount due to Subrecipient, less City's damages, in accordance with the provisions of Sec. 5.

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b. If City's direct damages exceed amounts otherwise due to Subrecipient, Subrecipient must pay the difference to City immediately upon demand; however, Subrecipient will not be subject to consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Subrecipient 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 Subrecipient of any other party to this Agreement.

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

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

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

a. To the fullest extent permitted by law, Subrecipient 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 Subrecipient) and that arises out of or results from the breach of this Agreement by the Subrecipient or the Subrecipient's negligent actions, errors or omissions (including any Subrecipient or Subcontractor or other person or firm employed by Subrecipient), 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, Subrecipient will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Subrecipient or of any person or entity for whom Subrecipient is responsible.

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

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

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a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Subrecipient or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Subrecipient. General liability coverage can be provided in the form of an endorsement to the Subrecipient's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Subrecipient's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Subrecipient's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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

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

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

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

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

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Subrecipient warrants its compliance and that of its Subrecipients 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 Subrecipient or Subrecipient'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 Subrecipient and Subrecipient warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The

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Subrecipient and Subrecipient shall cooperate with the City's random inspections, including granting the City 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). Subrecipient 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 "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission
c/o Gabe Priddy
1540 W. Van Buren St.
Phoenix, AZ 85007

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 Trevor Southwick
7677 W. Bethany Home Rd. Bldg. E.
Glendale, Arizona 85303

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With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Subrecipient identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

15. Term.

15.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Subrecipient, extend the term of this Agreement an additional three years, on an annual basis. Subrecipient 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 during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.

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

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

17. Religious Exemption Language. Notwithstanding any contrary provision in this agreement, Subrecipient maintains its rights as a religious organization employer under federal, state, and local laws, including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; A.R.S. § 41-1493 et seq.; and A.R.S. § 41-1462.

18. Payment Dispute. The City will pay timely any undisputed amounts and give the Subrecipient notice of any payment dispute within 14 days. The parties will make a good faith effort to meet and resolve the dispute. If the parties are unable to resolve the payment dispute, they may submit the matter to arbitration.

19. Termination Convenience. Either party may terminate this Agreement without cause upon thirty (30) calendar days written notice to the other party.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Community Development Block Grant Program Addendum
Exhibit F	One Arizona Distribution of Opioid Settlement Funds Agreement Program Addendum

[Signatures on following page.]

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission,
an Arizona Domestic Nonprofit Corporation

Signed by:
Ken Brissa
FC4357C79FDA4AF...
6/8/2026

By: Ken Brissa
Its: Chief Executive Officer

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EXHIBIT A
Services Agreement

PROJECT

1. PROJECT NAME. Glendale Works Program

2. PROJECT DESCRIPTION.
The Glendale Works Program is a community-based workforce engagement and stabilization program designed to provide temporary day labor opportunities, supportive services, and case management to individuals experiencing homelessness or housing instability within the City of Glendale.

Through the program, the Subrecipient shall coordinate and oversee supervised work crews performing cleanup, beautification, landscaping, trash removal, and related activities at various locations throughout the City, including but not limited to parks, washes, rights-of-way, public facilities, public housing campuses, the City landfill, and other City-approved locations.

The program is intended to provide participants with structured work opportunities, income support, service engagement, workforce development exposure, and connections to community resources intended to reduce barriers to housing stability, employment, behavioral health services, and self-sufficiency.

The Subrecipient shall provide staffing necessary to administer program operations, supervise work crews, coordinate transportation and meals, facilitate participant engagement, maintain required documentation, and provide or coordinate access to case management and supportive services.

Participants engaged in the program shall not be considered employees of the City of Glendale.

3. FUNDING SOURCES
This program is funded through a combination of City of Glendale General Funds, Community Development Block Grant Coronavirus Response Funds ("CDBG-CV"), and One Arizona Distribution of Opioid Settlement Funds.

General Funds shall be utilized solely for reimbursement of eligible participant wage expenses associated with the Glendale Works Program.

CDBG-CV funds shall be utilized for eligible program operations, case management, and supportive service activities until such funds are fully expended or otherwise unavailable.

Upon exhaustion of available CDBG-CV funding, eligible operational and supportive service expenses shall transition to One Arizona Distribution of Opioid Settlement Funds in accordance with all applicable requirements governing those funds.

The City reserves the right to prioritize reimbursement among available funding sources based on funding availability, expenditure deadlines, eligibility requirements, and administrative considerations.

4. PUBLIC BENEFIT AND PROGRAM OBJECTIVES
The Glendale Works Program is intended to provide a public benefit through the reduction of homelessness-related impacts, improvement of public spaces, enhancement of neighborhood conditions, workforce engagement opportunities, and increased access to supportive services for vulnerable individuals within the community.

Program objectives include, but are not limited to:
a. Providing structured temporary work opportunities for individuals experiencing homelessness or housing instability;
b. Supporting cleanup and beautification efforts throughout the City;

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c. Connecting participants to supportive services, housing resources, behavioral health services, employment assistance, and community-based resources;
d. Encouraging participant engagement in stabilization and self-sufficiency efforts; and
e. Supporting coordinated community responses to homelessness and related public health and safety concerns.

5. CITY MONITORING AND OVERSIGHT
The City reserves the right to monitor all program operations, expenditures, records, participant documentation, performance measures, and activities conducted under this Agreement to ensure compliance with applicable contractual, funding, and regulatory requirements.

The Subrecipient shall cooperate with all monitoring activities conducted by the City and shall provide reasonable access to facilities, records, financial documentation, participant files, supporting documentation, and personnel upon request.

The City may conduct desk reviews, reimbursement reviews, site visits, participant file reviews, and other monitoring activities deemed necessary by the City to evaluate program performance, compliance, and fiscal accountability.

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EXHIBIT B
Services Agreement

SCOPE OF WORK

1. PROGRAM OVERVIEW
The Glendale Works Program is intended primarily as a workforce engagement, stabilization, and supportive services intervention designed to assist individuals experiencing homelessness or housing instability while simultaneously supporting community beautification and public health efforts within the City of Glendale.

The Subrecipient shall administer and operate the Glendale Works Program in accordance with the requirements set forth in this Agreement and all applicable federal, state, local, and funding source requirements.

2. PROGRAM OPERATIONS
The Subrecipient shall coordinate and oversee supervised work crews performing cleanup, landscaping, trash removal, beautification, and related activities at City-approved locations, including but not limited to parks, washes, rights-of-way, public facilities, public housing campuses, the City landfill, and other locations approved by the City.

The program shall operate four (4) days per week utilizing approximately twenty (20) program participants per workday for approximately five (5) hours per day, resulting in approximately four hundred (400) labor hours per week.

The City reserves the right to adjust work locations, priorities, and operational assignments based upon City operational needs and program capacity.

3. STAFFING REQUIREMENTS
The Subrecipient shall provide sufficient staffing necessary to safely and effectively operate the Glendale Works Program, including but not limited to:
a. Two (2) full-time program coordinators or crew supervisors responsible for daily field operations, participant supervision, transportation coordination, worksite oversight, and reporting;
b. One (1) case manager responsible for participant engagement, supportive services, resource coordination, referrals, and case management activities; and
c. Additional staffing as reasonably necessary to ensure safe and compliant program operations.
The Subrecipient shall notify the City of any significant staffing changes affecting program operations.

4. PARTICIPANT RECRUITMENT AND ELIGIBILITY
The Subrecipient shall recruit and engage individuals experiencing homelessness, housing instability, or other barriers to employment who may benefit from participation in the Glendale Works Program.

The Subrecipient shall maintain documentation sufficient to demonstrate participant eligibility and program participation in accordance with applicable funding and program requirements.

Program participants engaged in the Glendale Works Program shall not be considered employees of the City of Glendale.

The Subrecipient shall remain solely responsible for participant payment administration, payroll processes, tax reporting obligations, insurance coverage, supervision, and compliance with all applicable labor and employment requirements.

5. WORK CREW OPERATIONS
The Subrecipient shall:
a. Coordinate participant transportation to and from approved work locations;
b. Provide daily worksite supervision and oversight;

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c. Coordinate meals, water, personal protective equipment, and basic safety supplies necessary for program operations;
d. Maintain daily attendance records and work activity documentation;
e. Ensure work activities are completed in a safe and professional manner;
f. Coordinate worksite assignments with the City; and
g. Promptly notify the City of incidents, safety concerns, injuries, operational disruptions, or other significant issues affecting program operations.

6. CASE MANAGEMENT AND SUPPORTIVE SERVICES
The Subrecipient shall provide or coordinate access to supportive services intended to reduce barriers to housing stability, employment, behavioral health services, and self-sufficiency.

Case management services may include, but are not limited to:
a. Participant assessment and engagement;
b. Individualized service planning;
c. Housing navigation and shelter referrals;
d. Employment readiness and workforce development support;
e. Assistance obtaining identification documents and benefits;
f. Referrals to behavioral health, substance use treatment, medical, or community-based services; and
g. Ongoing participant follow-up and resource coordination.

Case management services shall generally be available Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding recognized holidays or approved operational interruptions.

7. REPORTING REQUIREMENTS
The Subrecipient shall submit monthly program reports and supporting documentation to the City in a format approved by the City.

Monthly reports shall include, at minimum:
a. Number of participants served;
b. Total labor hours completed;
c. Work locations and activities completed;
d. Number of participants engaged in case management;
e. Participant outcome data;
f. Program challenges or operational updates;
g. Reimbursement documentation and supporting financial records; and
h. Any additional information reasonably requested by the City.

8. PERFORMANCE MEASURES
The Subrecipient shall work toward achieving the following program objectives and performance outcomes:
a. Providing structured work opportunities for individuals experiencing homelessness or housing instability;
b. Supporting cleanup and beautification efforts throughout the City;
c. Connecting participants to supportive services and community resources;
d. Increasing participant engagement in stabilization and self-sufficiency efforts; and
e. Supporting participant progress toward employment, housing stability, treatment engagement, or other positive outcomes.

Specific performance benchmarks and reporting formats may be established or updated by the City during the term of the Agreement upon reasonable notice to the Subrecipient.

9. RECORDKEEPING AND DOCUMENTATION
The Subrecipient shall maintain complete, accurate, and organized program, financial, participant, and reimbursement records related to activities conducted under this Agreement.

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Required documentation shall include, but not be limited to:
a. Participant attendance records;
b. Payroll or participant payment records;
c. Worksite activity records;
d. Case management and service documentation;
e. Financial and reimbursement records;
f. Supporting invoices and receipts; and
g. Other records reasonably necessary to demonstrate compliance with program and funding requirements.
All records shall be maintained in accordance with applicable federal, state, local, and funding source requirements and shall be made available to the City upon request.

10. CITY COORDINATION AND MONITORING
The Subrecipient shall coordinate regularly with the City regarding program operations, worksite assignments, reporting, participant concerns, operational challenges, and program performance.

The City reserves the right to conduct monitoring activities including, but not limited to, desk reviews, reimbursement reviews, participant file reviews, financial reviews, and site visits to evaluate compliance with this Agreement and applicable funding requirements.

The Subrecipient shall cooperate with all monitoring and oversight activities conducted by the City.

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EXHIBIT C
Services Agreement

SCHEDULE

1. TERM OF SERVICES
The Glendale Works Program shall be operated by the Subrecipient throughout the full term of the Agreement unless otherwise terminated or modified in accordance with the terms of the Agreement.

2. PROGRAM OPERATING SCHEDULE
The Glendale Works Program shall generally operate four (4) days per week, utilizing approximately twenty (20) program participants per workday for approximately five (5) hours per day, resulting in approximately four hundred (400) labor hours per week.

Program operating schedules may be adjusted by the Subrecipient as reasonably necessary due to weather conditions, participant safety concerns, operational needs, holidays, staffing limitations, emergency situations, or other circumstances impacting program operations.

The Subrecipient shall notify the City of any significant operational disruptions or extended interruptions to program services.

3. CASE MANAGEMENT SCHEDULE
Case management and supportive services shall generally be available Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding recognized holidays or approved operational interruptions.
The Subrecipient shall maintain staffing sufficient to provide ongoing participant engagement, service coordination, referrals, and case management support throughout the term of the Agreement.

4. REPORTING AND INVOICING SCHEDULE
The Subrecipient shall submit monthly reimbursement requests, invoices, and required supporting documentation to the City no later than the fifteenth (15th) calendar day following the end of each reporting month unless otherwise approved by the City.

Monthly program reports and performance data shall be submitted concurrently with reimbursement requests unless otherwise directed by the City.

The City may request additional documentation, clarification, or supporting information necessary to evaluate reimbursement eligibility, program performance, or compliance with funding requirements.

5. CITY COORDINATION
The Subrecipient shall coordinate regularly with the City regarding worksite assignments, operational priorities, participant concerns, program performance, and other matters related to administration of the Glendale Works Program.

The City reserves the right to modify work priorities, approved work locations, reporting formats, or administrative procedures as reasonably necessary to support program operations and compliance requirements.

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EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Subrecipient for full completion of all work required by the Project during the entire term of the Project must not exceed $2,604,150.60.

DETAILED PROJECT COMPENSATION

1. FUNDING SOURCES

The Glendale Works Program is funded through a combination of City of Glendale General Funds, Community Development Block Grant Coronavirus Response Funds ("CDBG-CV"), and One Arizona Distribution of Opioid Settlement Funds.

Funding sources shall be utilized in accordance with the following structure:

a. General Funds shall be utilized solely for reimbursement of eligible participant wage expenses;

b. CDBG-CV funds shall be utilized for eligible personnel, program operations, supportive services, facilities, materials, supplies, and allowable indirect costs until such funds are fully expended or otherwise unavailable; and

c. Upon exhaustion of available CDBG-CV funds, eligible operational and supportive service expenses may transition to One Arizona Distribution of Opioid Settlement Funds in accordance with all applicable requirements governing those funds.

The City reserves the right to prioritize reimbursement among available funding sources based upon expenditure deadlines, funding availability, eligibility requirements, and administrative considerations.

3. PROJECT COMPENSATION

The approved project budget may include, but is not limited to, the following categories:

Personnel

• Program Coordinators

• Case Management Staff

• Employee Related Expenses ("ERE")

Materials, Supplies, and Operations

• Cell Phones and Communication Costs

• HMIS Licensing

• Travel and Mileage

• Participant Meals

• Work Supplies, Tools, and Equipment

• Client Assistance

• Portable Sanitation Facilities

• Other approved operational expenses

Facilities Costs

• Office or Program Space Rental Costs

Participant Wage Reimbursements

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• Participant wage expenses associated with approved Glendale Works labor activities

Indirect Costs / De Minimis

• Allowable indirect costs calculated in accordance with the approved budget methodology and applicable funding requirements

The City reserves the right to determine final reimbursement eligibility for all submitted costs.

4. ELIGIBLE EXPENSES

Only costs that are:

a. Necessary and reasonable for operation of the Glendale Works Program;

b. Consistent with the approved project budget;

c. Properly documented;

d. Directly related to approved program activities; and

e. Permitted under the applicable funding source

shall be eligible for reimbursement.

The City reserves the right to deny reimbursement for any costs determined to be unsupported, ineligible, unreasonable, inconsistent with approved program activities, or otherwise noncompliant with applicable requirements.

5. PARTICIPANT WAGE REIMBURSEMENTS

General Funds allocated under this Agreement shall be utilized solely for reimbursement of eligible participant wage expenses associated with Glendale Works labor activities.

The Subrecipient shall maintain sufficient documentation to support all participant wage reimbursement requests, including but not limited to:

• attendance records;

• worksite logs;

• payment records;

• payroll documentation;

• participant acknowledgements; and

• other supporting documentation requested by the City.

The Subrecipient shall remain solely responsible for participant payment administration, payroll processing, tax reporting obligations, insurance coverage, and compliance with applicable labor requirements.

Program participants shall not be considered employees of the City of Glendale.

6. INDIRECT COSTS / DE MINIMIS

Indirect costs charged under this Agreement shall be limited to the approved de minimis rate and applied in accordance with 2 CFR Part 200 and applicable funding requirements.

Indirect costs shall not be applied to participant wage reimbursement categories funded through General Funds unless specifically authorized by the City.

7. MONTHLY BILLINGS AND REIMBURSEMENT REQUESTS

The Subrecipient shall submit monthly reimbursement requests and supporting documentation to the City no later than the fifteenth (15th) calendar day following the end of each reporting month unless otherwise approved by the City.

Invoices shall include sufficient supporting documentation to allow the City to evaluate:

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- cost eligibility;
- funding source allocation;
- program compliance;
- budget consistency; and
- reimbursement accuracy.

Required supporting documentation may include, but is not limited to:

- payroll registers;
- general ledger reports;
- invoices and receipts;
- mileage documentation;
- attendance records;
- timesheets;
- proof of payment;
- participant records; and
- other documentation reasonably requested by the City.

Incomplete or unsupported reimbursement requests may be delayed, denied, or returned for correction.

8. ADMINISTRATIVE CHANGE ORDERS

Only revisions to the line items in the Subrecipient's budget that do not affect the overall funding amount, may be amended at the written request of the Subrecipient. The Grant Administrator will review and make the final determination on the requested changes within 30 days of receipt. Changes or revisions to the line items in the Subrecipient budget that exceed the overall funding amounts are void and disallowed.

9. INVOICE SUBMISSION

The Subrecipient shall submit all invoices and reimbursement requests to:

City of Glendale

Community Services Department

7677 W. Bethany Home Rd. Bldg. E

Glendale, AZ 85303

E-mail: tsouthwick@glendaleaz.gov; hsg@glendaleaz.com

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10. BUDGET

Glendale Works - Program Budget		
Coordinator Salary	$50,500.00 per year	$50,500.00
Coordinator Salary	$50,500.00 per year	$50,500.00
Case Manager Salary	$47,000.00 per year	$47,000.00
ERE	26.4% of total salary	$38,480.00
(CDBG-CV & Opioid) **Personnel Subtotal:**		**$186,480.00**
Cell Phones	2 @ $38 per month; 1 @ $52	$1,368.00
Computers	$900 per computer	$0.00
Portable Scanners	$180 per scanner	$0.00
HMIS License	3x @ $200 each	$600.00
Travel Mileage	IRS Rate	$23,563.00
Participant Meals	3.50/breakfast; $4.70/lunch	$24,000.00
Work Supplies, Tools, and Equipment	day labor program supplies	$3,000.00
Client Assistance	$5k toolkit per case manager	$5,000
port-a-pot rental	$190 per month	$2,280.00
(CDBG-CV & Opioid) **Materials & Supplies Subtotal:**		**$59,811.00**
Renting Office Space Rent at NREC	$499 per month	$5,988.00
(CDBG-CV & Opioid) **Facilities Costs Subtotal:**		**$5,988.00**
Participant Wages - Landfill	Landfill General Fund	$185,930.00
Participant Wages - Parks	Com. Services General Fund	$175,885.00
(General Funds) **Participant Wages Subtotal:**		**$361,815.00**
De Minimis	15% MTDC	$36,943.65
(CDBG-CV & Opioid) **De Minimis Subtotal:**		**$36,943.65**
(CDBG-CV, Opioid, & General Funds) **Contract Budget Subtotal**		**$651,037.65**

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EXHIBIT E

Services Agreement

Community Development Block Grant "CDBG" Program Addenda

This Addendum applies to any activities funded in whole or in part with Community Development Block Grant (CDBG) funds under this Agreement. In the event of a conflict between this Addendum and the Agreement, the more restrictive requirement shall apply.

1.NATIONAL OBJECTIVE COMPLIANCE

1.1 Subrecipient shall ensure that all activities funded with CDBG funds meet a National Objective as defined in 24 C.F.R. §570.208. Subrecipient shall maintain documentation sufficient to demonstrate compliance with the applicable National Objective, including but not limited to Low- and Moderate-Income (LMI) benefit, Limited Clientele, Area Benefit, Housing, or Urgent Need criteria.

1.2 Failure to meet a National Objective shall result in the activity being deemed ineligible and subject to repayment.

2. ELIGIBLE ACTIVITIES

2.1 Subrecipient shall ensure that all activities carried out under this Agreement are eligible under 24 C.F.R. §570.201–570.206, as applicable.

2.2 Subrecipient shall not undertake any activity that is ineligible under 24 C.F.R. §570.207.

3. ENVIRONMENTAL REVIEW

3.1 Subrecipient shall not commit or expend any CDBG funds for any activity, nor undertake any choice-limiting action, until the City has completed the required environmental review in accordance with 24 C.F.R. Part 58 and issued an authorization to proceed.

3.2 Subrecipient shall provide all information requested by the City to complete the environmental review.

3.3 Violation of this requirement may result in the activity being deemed ineligible and costs disallowed.

4. LABOR STANDARDS (DAVIS-BACON)

4.1 For construction or rehabilitation activities subject to federal labor standards, Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. §3141 et seq.) and implementing regulations at 29 C.F.R. Part 5.

4.2 Subrecipient shall ensure payment of prevailing wages, proper payroll documentation, and compliance with all applicable labor standards requirements.

5. SECTION 3 REQUIREMENTS

5.1 To the extent applicable, Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. Part 75.

5.2 Subrecipient shall, to the greatest extent feasible, provide economic opportunities to low- and very low-income persons and to Section 3 businesses.

6. FAIR HOUSING AND EQUAL OPPORTUNITY

6.1 Subrecipient shall comply with all applicable fair housing and civil rights requirements associated with CDBG funding, including but not limited to:

(a) Title VI of the Civil Rights Act of 1964

(b) The Fair Housing Act

(c) Section 504 of the Rehabilitation Act of 1973

6.2 Subrecipient shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded under this Agreement.

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7. LEAD-BASED PAINT

7.1 For housing activities involving properties constructed prior to 1978, Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act and applicable regulations at 24 C.F.R. Part 35.

8. UNIFORM RELOCATION ACT

8.1 If applicable, Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) (42 U.S.C. §4601 et seq.) and implementing regulations at 49 C.F.R. Part 24.

9. CDBG-SPECIFIC RECORDKEEPING

9.1 In addition to the requirements set forth in the Agreement, Subrecipient shall maintain records sufficient to demonstrate:

(a) National Objective compliance

(b) Eligibility of activities

(c) Beneficiary data (as applicable)

(d) Compliance with labor, environmental, and relocation requirements

9.2 Such records shall be made available for review in accordance with the monitoring provisions of this Agreement. Failure to maintain such records may result in questioned costs or disallowed expenditures.

10. PROGRAM INCOME

10.1 Any program income generated as a result of activities funded under this Agreement shall be handled in accordance with 24 C.F.R. §570.500(a) and any applicable City policies.

10.2 Subrecipient shall report and remit program income as directed by the City.

11. TIMELINESS

11.1 Subrecipient shall carry out activities in a timely manner to assist the City in meeting the timeliness requirements set forth in 24 C.F.R. §570.902.

11.2 Failure to meet performance expectations may result in corrective action in accordance with the Agreement.

12. RELIGIOUS ORGANIZATION RIGHTS (IF APPLICABLE)

12.1 If Subrecipient is a religious organization, it may retain its independence and rights under federal and state law, including applicable provisions of Title VII of the Civil Rights Act of 1964 and other applicable laws.

12.2 Nothing in this section shall be construed to exempt the Subrecipient from compliance with any applicable federal nondiscrimination requirements associated with the use of CDBG funds. Subrecipient shall ensure that all programs and services funded under this Agreement are administered in a manner that does not discriminate against program beneficiaries.

13. CDBG-CV ADDITIONAL REQUIREMENTS (IF APPLICABLE)

13.1 To the extent that funds provided under this Agreement include Community Development Block Grant – Coronavirus (CDBG-CV) funds, Subrecipient shall comply with all applicable requirements associated with such funding, including any waivers, alternative requirements, and guidance issued by the U.S. Department of Housing and Urban Development (HUD).

13.2 Subrecipient acknowledges that certain statutory and regulatory requirements applicable to CDBG funds may be modified or waived for CDBG-CV funds and agrees to comply with such modified requirements as directed by the City.

13.3 Subrecipient acknowledges that additional reporting, eligibility, and documentation requirements may apply to such funding.

14. UNIFORM ADMINISTRATIVE REQUIREMENTS

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14.1 Subrecipient shall comply with all applicable provisions of 2 C.F.R. Part 200, including requirements related to financial management, internal controls, allowable costs, records retention, audit requirements, and access to records, to the extent applicable to activities funded under this Agreement.

Records shall be retained for a minimum of six (6) years after final expenditure or closeout of the applicable funding source unless a longer retention period is required by law or by the City.

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EXHIBIT F

Services Agreement

One Arizona Distribution of Opioid Settlement Funds Agreement Program Addendum

This Addendum applies to any activities funded in whole or in part with funds provided under the One Arizona Opioid Settlement Agreement. In the event of a conflict between this Addendum and the Agreement, the more restrictive requirement shall apply.

1. ELIGIBLE USE OF FUNDS

1.1 Subrecipient shall ensure that all activities funded under this Agreement are consistent with the approved opioid abatement purposes as defined in the One Arizona Opioid Settlement Agreement and applicable State guidance.

1.2 Subrecipient shall utilize funds solely for activities that address opioid use disorder, substance use disorder, or related prevention, treatment, recovery, or harm reduction efforts as outlined in the approved Scope of Services.

2. COMPLIANCE WITH SETTLEMENT REQUIREMENTS

2.1 Subrecipient shall comply with all applicable requirements of the One Arizona Opioid Settlement Agreement and any applicable guidance issued by the State of Arizona or the Arizona Opioid Abatement Fund Council.

2.2 Subrecipient acknowledges that use of funds must align with approved abatement strategies and priorities.

3. USE RESTRICTIONS

3.1 Subrecipient shall not use funds for any purpose that is inconsistent with the intent of the opioid settlement, including uses unrelated to opioid remediation or abatement.

3.2 Subrecipient shall ensure that funds are not used to supplant existing funding sources unless expressly authorized.

3.3 Subrecipient shall not represent the use of funds in a manner inconsistent with the purposes of the opioid settlement.

4. REPORTING

4.1 Subrecipient shall provide all information necessary for the City to comply with reporting requirements associated with opioid settlement funds.

4.2 Subrecipient shall submit performance data, expenditure information, and any required documentation in a timely and accurate manner as required by the City.

5. RECORDKEEPING

5.1 Subrecipient shall maintain records sufficient to demonstrate that all expenditures are consistent with approved opioid abatement purposes.

5.2 Such records shall be made available for review in accordance with the monitoring provisions of this Agreement.

5.3 Failure to maintain adequate documentation may result in questioned costs or disallowed expenditures.

5.4 Subrecipient acknowledges that expenditures and activities funded under this Agreement may be subject to review, audit, or evaluation by the State of Arizona or other authorized entities.

6. PERFORMANCE AND OUTCOMES

6.1 Subrecipient shall carry out activities in accordance with the approved Scope of Services and shall demonstrate measurable progress toward addressing opioid-related impacts.

6.2 Subrecipient shall cooperate with the City in providing outcome data and performance metrics as required.

7. NONCOMPLIANCE

7.1 Any use of funds determined to be inconsistent with the requirements of the One Arizona Opioid Settlement Agreement may result in disallowed costs and repayment to the City

AGENDA ITEM: 10.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Kimberly Hall, Director
DEPARTMENT: Community Services

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. DBA PHOENIX RESCUE MISSION
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 3 for Homelessness Services with Subrecipient Phoenix Gospel Mission, Inc., dba Phoenix Rescue Mission (contract no. C24-0518), to extend the term to December 31, 2026, and increase total compensation by $84,250.32 to amount not to exceed $636,610.08.

Background

As a member of the Maricopa HOME Consortium, the city received a one-time $2,876,844 allocation of Home Investment Partnerships (HOME) Program funding provided through the American Rescue Plan Act (HOME-ARP). As the responsible entity Maricopa County passed through these funds to the city to undertake activities eligible under HUD regulations which require these funds to be used to address homelessness. The city has been using these funds to support the Glendale Homeless Solutions Alliance (GHSA), a coordinated network of nonprofit organizations that deliver homeless outreach, shelter, and support services in Glendale. The city's HOME-ARP allocation was secured through an intergovernmental agreement with Maricopa County on April 11, 2023, and the City has since directly administered the funding.

Phoenix Rescue Mission (PRM), one of the City's GHSA partners, currently provides Street Outreach and Multiple Repeat Offender Program (MROP) services for individuals experiencing homelessness in Glendale. These services include direct engagement with unsheltered individuals, connections to shelter and support services, and ongoing case management for high-need clients. To continue these services, the City and PRM propose to extend the existing agreement through December 31, 2026, and increase funding by $84,250.32. This brings the total not-to-exceed amount under the agreement to $636,610.08, subject to the availability and appropriation of funds.

Analysis

Amendment No. 3 extends the term of the existing agreement through December 31, 2026, and increases funding to support continued homelessness services during the extension period. Phoenix Rescue Mission (PRM) provides street outreach and Multiple Repeat Offender Program (MROP) case management services that support the City's efforts to address chronic homelessness and reduce low-level law enforcement encounters. Through coordination with the Glendale Police Department MROP Squad, PRM engages individuals with repeated low-level offenses and connects them to resources such as shelter, healthcare, employment services, and other supportive services as an alternative to prosecution. Since the inception of the contract, PRM has completed more than 11,000 client engagements. The additional $84,250.32 will allow PRM to maintain service delivery through December 31, 2026.

Previous Related Council Action

On December 9, 2025, City Council authorized Amendment No. 2 to the Agreement to extend the term and increase compensation.

On June 24, 2025, City Council authorized Amendment No. 1 to the Agreement to extend the term and increase compensation.

On June 25, 2024, City Council authorized the execution of the Agreement for Homelessness Services with Subrecipient Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission.

Community Benefit/Public Involvement

This activity is aligned with the Council-adopted FY2025-2029 Five-Year Consolidated Plan which was developed based on public input and advances the goals of increasing access to homeless services and increasing services for vulnerable populations. Additionally, this activity advances the City's strategic objectives to improve resource alignment and improve community experience.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	84,250.32
Budgeted Y/N?:	Y
Account:	20105142-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026-27 Community Services operating budget. Expenditures under this agreement are not to exceed $636,610.08 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 3

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

Docusign Envelope ID: B467B4CD-87DF-8F4C-8179-939F82B3A0E3

AMENDMENT NO. 3
AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION
(City of Glendale, Contract No. C24-0518)

This Amendment No. 3 ("Amendment") to the AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION ("Agreement") is made this **1st day of July, 2026**, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission, an Arizona nonprofit corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission ("Contractor") previously entered into AGREEMENT FOR HOMELESSNESS SERVICES WITH SUBRECIPIENT PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION, Contract No. C24-0518, dated June 25, 2024 ("Agreement"); and

B. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from July 1, 2025 through December 31, 2025, and increasing the compensation by $84,250.32 for a new not to exceed amount of $468,109.44; and

C. City and Contractor previously entered into Amendment No. 2, extending the term of the Agreement from December 31, 2025 through June 30, 2026, and increasing the compensation by $84,250.32 for a new not to exceed amount of $552,359.76; and

D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a six-month period from July 1, 2026 through December 31, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The scope of work remains unchanged.

4. **Compensation.** The total compensation authorized under the Agreement is hereby increased by eighty-four thousand, two hundred and fifty dollars and thirty-two cents ($84,250.32). This

Docusign Envelope ID: B467B4CD-87DF-8F4C-8179-939F82B3A0E3

amount is in addition to the compensation previously authorized and brings the total not-to-exceed amount under the Agreement to six hundred and thirty-six thousand, six hundred and ten dollars and eight cents ($636,610.08) subject to the availability and appropriation of funds.

5. **Insurance Certificate**. Current certificate will expire on May 1, 2027. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.

6. **Non-discrimination.** 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.

7. **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.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

Docusign Envelope ID: B467B4CD-87DF-8F4C-8179-939F82B3A0E3

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Phoenix Gospel Mission, Inc. dba
Phoenix Rescue Mission
an Arizona non-profit corporation

Signed by:
Ken Brissa 6/11/2026
FC4357C79FDA4AF...
By: Ken Brissa
Its: Chief Executive Officer

AGENDA ITEM: 11.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER, P.C., FOR ENGINEERING SERVICES FOR THE ARROWHEAD HOSPITAL (COG-50) AND SIERRA VERDE PARK (COG-51) WELLS
Presented by: Djordje Pavlovic, Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 3 to the Professional Services Agreement with Hazen and Sawyer, P.C. (Hazen) for engineering services for the Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51) wells in an amount not to exceed $476,652. Total compensation shall not exceed $4,274,116. Engineering and Water Services staff recommend approving and entering into Amendment No. 3 with Hazen and Sawyer, P.C. There are no changes to the term date.

Background

The City's potable water facilities include three (3) surface treatment plants, one (1) groundwater treatment plant, six (6) active city wells, eight (8) Salt River Project (SRP) wells, and seven (7) water storage reservoirs. In June 2020, Hazen was selected to develop the City's Groundwater Well Management Program to ensure the city has water supply resiliency, redundancy, and long-term sustainability, and identify and prioritize new or replacement well sites.

Upon completion of the Groundwater Well Management Program recommendations, Hazen was selected and entered into a Professional Services Agreement to provide engineering services for the design and construction of potable water wells at Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51).

Investigation and subsequent analysis of the water samples from well COG-51 indicated that the nitrate levels exceed the Maximum Contaminant Levels (MCL) for drinking water and are marginal for well COG-50. Hence, it was determined that nitrate treatment was necessary. As a result, Amendment No. 1 was negotiated with Hazen and included engineering services for design and construction administration services related to nitrate treatment and associated improvements at both well sites. Amendment No. 2 expanded the scope of work at both well sites to include engineering services for design and construction administration for upsizing the inlet pipe for future well connections, sodium hypochlorite disinfection, regulatory corrosion modeling, and a platform for pre-filtration system.

Analysis

This Amendment No. 3 expands the scope of work at Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51) wells to include engineering and construction administration services for developing the construction drawings to full buildout of the ion exchange treatment system (4-vessels), connection of COG-51 to the ERDS line, and extending project management and construction administrations services to account for the additional design and construction scope.

Previous Related Council Action

On September 23, 2025, Council approved Amendment No. 2 to the Professional Services Agreement with Hazen and Sawyer, P.C. (C22-0595-2) for additional engineering services for the Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51) well installation in an amount not to exceed $930,000 and a total compensation of $3,797,464.

On January 9, 2024, Council approved Amendment No. 1 to the Professional Services Agreement with Hazen and Sawyer, P.C. (C22-0595-1) for additional engineering services for the Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51) Wells in an amount not to exceed $979,031 and a total compensation of $2,867,464.

On June 14, 2022, Council approved a Professional Services Agreement with Hazen and Sawyer, P.C. (C22-0595) for engineering services for the Arrowhead Hospital (COG-50) and Sierra Verde Park (COG-51) Wells in an amount not to exceed $1,888,433.

Community Benefit/Public Involvement

This project will help ensure long-term water supply resiliency, redundancy, and sustainability for the City's residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$476,652
Budgeted Y/N?:	Y
Account:	60304527-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2026-27 Water Services Capital Improvement Plan, Project # CIPWA19022 – Groundwater Wells. Expenditures are not to exceed $476,652 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment No. 3 to Agreement

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

AMENDMENT NO. 3

Professional Services Agreement
Arrowhead Hospital (COG 50) and Sierra Verde Park (COG 51) Wells
(COG Project #212228, Contract No. C22-0595)

This Amendment No. 3 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Hazen and Sawyer, P.C., a New York Corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Hazen and Sawyer, P.C., ("Contractor") previously entered into a Professional Services Agreement, Contract No. C22-0595, dated June 14, 2022 ("Agreement"); and

B. The original project scope of work included engineering and design services for the drilling, testing, and construction of two new replacement wells in Zone 3 (COG 50 and COG 51) with a total compensation not to exceed of $1,888,433; and

C. City and Contractor previously entered into Amendment No. 1, extending the term for a two year period from June 14, 2024 through June 13, 2026, amending the scope of work to add nitrate treatment to both well sites (COG 50 and COG 51) and increasing the compensation by $979,031 for a new not to exceed amount of $2,867,464; and

D. City and Contractor previously entered into Amendment No. 2, extending the term for a one year peroid from June 26, 2026 to June 13, 2027, amending the scope of work for completed and on-going site investigations, design and engineering effort outside of the original scope and increased the compensation by $930,000 for a new not to exceed amount of $3,797,464; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire on June 13, 2027.

3. **Scope of Work.** The scope of work is being amended to include additional COG 50 and 51 Project Management Services, increasing the build out capacity at COG 50 from 2,000 gpm to 5,000 gpm, and additional engineering services for the design and construction of the Glendale Effluent Reuse Disribution System (ERDS) line at COG 51 (See Exhibit).

4. **Compensation.** Compensation for Phase 3 services shall be increased by $476,652 for a revised total compensation of $4,274,116 (See Exhibit).

5. **Insurance Certificate**. Current certificate will expire on March 29, 2027 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

6. **Non-discrimination.** 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.

7. **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.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Hazen and Sawyer, P.C.
a New York Corporation

By: Curtis D. Courter, P.E.
Its: Associate Vice President

Hazen

EXHIBIT

PSA C22-0595 Amendment No. 3A

BACKGROUND

The scope of this amendment outlines the addition of engineering services to expand the Ion Exchange treatment system and the booster pump station at COG 50 from 2,000 GPM to buildout capacity of 5,000 GPM namely through the addition of two Ion Exchange vessels, two booster pumps, and associated piping and appurtenances.

DESIGN MANAGEMENT

Consultant will hold internal design coordination meetings with the interdisciplinary team for the ten (10) week design period. Consultant will align stakeholders by attending meetings and otherwise communicate with other consultants via meetings, calls and emails to coordinate with ongoing designs and with the City to inform them of the permitting requirements from Maricopa County Environmental Services Department (MCESD).

Assumption(s) and Exclusions:

- Design duration of 10 weeks.
- Design workshop excluded
- One meeting with the City to confirm scope of work.
- One meeting, held 3/24/26 with the City and the COG 52 & 53 and collector line design engineers prior to drilling and testing of COG 52 & 53 as well as limited coordination and provision of already existing COG 50 design information for their use.
- Drilling and testing of COG 52 and COG 53 are anticipated late this year. It is assumed that COG 50 will be substantially complete by the time flow and water quality information will be available and that any further coordination, design or permitting effort to accommodate future flow from offsite wells will be handled by others or through a future amendment.

Hazen

IX TREATMENT EXPANSION 5000 GPM (FINAL DESIGN)

A CALCULATIONS, SPECIFICATIONS, DRAWINGS, AND BASIS OF DESIGN REPORT (BODR) UPDATE

Consultant shall update the existing Basis of Design Report and the detailed design of COG 50 to allow for the treatment and booster pumping of 5,000 gpm. Booster pump addition design update will entail updated P&ID and specifications for I/O list, Instrument Data Sheets (IDS), and functional control descriptions. Consultant will prepare a 90% design for City and CMAR review. Comments from the City will be addressed and incorporated into a For Permitting set that will be submitted to the permitting agencies. Agency comments will be addressed, and Consultant will incorporate the updates into For Construction documents of finalized drawings, specifications, and calculations. Consultant will submit electronic PDF versions of the final design documents for construction.

Assumption(s) and Exclusions:

- The scope of work includes updates to existing Basis of Design Report, calculations, specifications, and twenty-four (24) drawings for COG 50.
- A meeting was held to confirm the scope of work. An additional design workshop is not necessary and will not be held since the design was confirmed to expand the capacity as planned during the original design.
- Design will be based on COG 50 well as the only water source. Incorporation of COG 52, COG 53 or other offsite wells is not included in this scope of work but can be added through amendment once water quantity and water quality information for each of the wells is available.
- Excludes additional City building permit review.
- One round of consolidated comments will be received from the City and MCESD with one documented response provided by Hazen to receive ATC.

B REGULATORY AGENCIES COMMUNICATION

Consultant will coordinate with MCESD for Approval to Construct (ATC) during detailed design, and for the MCESD Approval of Construction (AOC) after construction is complete. Consultant shall conduct a pre-application meeting to ensure that construction sequencing requests will be accepted to receive AOC for Well COG 50 start-up activities.

Assumption(s) and Exclusions:

- One (1) review meeting with MCESD, held on 4/15/2026, prior to submission.

Hazen

C CMAR AND VENDOR COORDINATION

Design documents from the Ion Exchange system vendor (EMCO) are required for MCESD submission. Consultant shall coordinate with EMCO through CMAR to collect applicable design documents. Consultant shall review vendor's design report and calculations ahead of submission to MCESD.

Assumption(s) and Exclusions:

- CMAR to coordinate with EMCO to assure EMCO can provide design documents on schedule, and provide edits to design documents within two weeks of comment receipt.

D GMP REVIEW

The CMAR will prepare GMP(s). Consultant will review and comment on the GMP.

Assumption(s) and Exclusions:

- Assumed 1 GMP review

E ASSET MANAGEMENT

Consultant to add connection assets from design into existing COG Vertical and Linear asset packages. This includes:

- Identifying assets from design improvements and assigning asset IDs/Technical IDs
- Updating the asset hierarchy and physical equipment tag list with new assets/equipment
- Populating the manufacturer, model, serial, and size related information from approved submittals
- Populating recommended preventive maintenance activities from final approved operation and maintenance (O&M) manuals

Assumption(s) and Exclusions:

- Glendale Asset Management template to remain unchanged from April 2026 version.

Hazen

CONSTRUCTION PHASE

A REVIEW SHOP SUBMITTALS

Consultant will review and approve of shop drawings, material and equipment sample submittals related to full buildout design of the COG 50 Ion Exchange site.

Assumption(s) and Exclusions:

- Twelve (12) shop drawings included.

B CONSTRUCTION RFIS

Consultant will respond to requests for information (RFIs) related to full buildout design of the COG 50 Ion Exchange site. The Consultant shall establish and maintain logs for tracking all relevant information related to the above.

Assumption(s) and Exclusions:

- Four (4) RFIs included.

C CONSTRUCTION INSPECTION ALLOWANCE

Consultant will provide on-site inspection for construction activities related to full buildout design of the COG 50 Ion Exchange site.

Assumption(s) and Exclusions:

- Eight (8) days of construction inspection with one inspector
- CMAR will request inspections at appropriate times to efficiently evaluate conformance with the Contract and Consultant will notify Engineering for use of the allowance.

D START-UP SERVICES

Consultant will provide on-site presence for start-up activities related to the two additional booster pumps, vessels, and appurtenances.

Assumption(s) and Exclusions:

- Three (3) days and three (3) half-days of start-up presence
- Excludes acceptance testing as media will be absent.

- Vessel inspection and testing includes hydrostatic testing and disinfection of vessels, post-disinfection drain and dry-out, internal inspection and documentation prior to closure, including confirmation that all internals (distributors, underdrains, etc.) are clean and undamaged, coating/lining visual inspection and documentation, confirming installation of blind flanges and/or caps on all nozzles and sample connections, valve positioning and tagging with clear "out of service / not commissioned" labeling, protection of instrumentation taps and appurtenances (capped or isolated as applicable), turnover documentation package, including hydrotest results, disinfection records, and final inspection photos.

E RECORD DRAWINGS

Record drawings will be prepared based on redlines provided by the CMAR.

Assumption(s) and Exclusions:

- The record drawings will incorporate redline markups provided by the CMAR.

DIRECT EXPENSES

Additional direct costs including applicable MCESD ATC/AOC fees (estimated at $6,000) and associated mileage with construction inspection and start-up activities.

Hazen

EXHIBIT

PSA C22-0595 Amendment No. 3B

BACKGROUND

The scope of this amendment outlines the addition of engineering services for the design and construction of a pipeline connection to Glendale's ERDS (Effluent Reuse Distribution System) line, a looped system with a PRV (pressure relief valve) to the COG 51 pump to waste line to accommodate pressure limitations on the ERDS system. In addition, this amendment addresses the redesign of the drain to lake standpipe including design of a sump discharge and removal of standpipe, assessment of new waste options, design of waste streams, and redesign of utilities inside the site.

DESIGN MANAGEMENT

Consultant will hold weekly internal design coordination meetings with the interdisciplinary team for the six (6) week design period and to address comments after permitting responses have been received from the City and MCESD. Consultant will hold one joint workshop with the City, CMAR, and Consultant to review design documents and discuss layout, operational considerations, and other design issues. Consultant will provide advance copies of preliminary design documents to the City in preparation for the Workshop. Comments from workshop will be incorporated into the design before provided to permitting agency.

Assumption(s) and Exclusions:

- Design duration of 6 weeks
- One (1) design review meeting held at the end of design and prior to permitting submission.
- Design workshop action items and key takeaways in email format
- Only one round of coordinated and consolidated comments will be received from the City at the design workshop for both the sump discharge design to replace the standpipe and discharge to the lake and addition of ERDS connection prior to County permitting submission with one documented response log from Hazen.
- The City will provide comments to the updated COG 51 design within one week of workshop
- Hazen will update drawings and provide to MCESD within two weeks of receipt of all City comments
- Includes fourteen one hour 75th Avenue and Rose Garden progress meetings

Hazen

ERDS CONNECTION DESIGN

A BASIS OF DESIGN REPORT (BODR) UPDATE

Consultant shall update existing Basis of Design Report to set the design basis for the work and highlighting design criteria and regulatory requirements.

Assumption(s) and Exclusions:

- Updates to existing Basis of Design Report for COG 51

B REGULATORY AGENCIES COMMUNICATION

Consultant will coordinate with MCESD for Approval to Construct (ATC) during detailed design, and for the MCESD Approval of Construction (AOC) after construction is complete. Consultant shall conduct a pre-application meeting ensuring that deviations from ADEQ Bulletin No. 11 will be accepted.

Assumption(s) and Exclusions:

- One (1) review meeting with MCESD, held 4/15/2026, prior to submission

C 90% DESIGN AND PERMITTING

Consultant shall prepare design documents for connection of COG 51 to the ERDS line. The Consultant will perform hydraulic analysis to evaluate pipeline sizes, system pressure losses and determine required modifications to wellhead pumps to maintain well production capacity. Consultant will develop plan and profile of the connection line and update existing site drawings impacted by the new construction.

Consultant will prepare a For Permitting set and submit to the permitting agencies. Agency review comments will be addressed.

Assumption(s) and Exclusions:

- Development of one new plan and profile sheet and updates to ten existing plan sheets
- BODR updates and 90% Drawings will be submitted to the City and CMAR for review at the same time standpipe removal redesign updates.
- 90% comments will be addressed, incorporated into a For Permitting set and the permitting set will be submitted to MDESD and the City for approval.
- COG to identify and provide design criteria at Effluent Reuse Distribution System (ERDS) including design pressure to which the PRV will turn down based on pipe rating
- Modeling of existing system is excluded
- It is assumed the PRV will be fully hydraulic and not require controls

- It is assumed potholing will be completed by the Contractor and receipt of potholing data will precede design kickoff

D FINAL DESIGN (AGENCY REVIEW)

Once permits are granted, Consultant will prepare For Construction documents of finalized drawings, and finalized specifications. Consultant will incorporate final review comments from the City and applicable regulatory agencies. Consultant will submit electronic PDF versions of the final design documents for construction.

Assumption(s) and Exclusions:

- Excludes additional City building permit review
- Only one round of comments will be received from MCESD with one documented response provided by Hazen to receive ATC
- County comments will be addressed and once permitted, a final For Construction set will be issued to the CMAR.

CMAR COORDINATION AND GMP REVIEW

Consultant will coordinate with the CMAR during design to incorporate their input on constructability and cost. Post-design, Consultant will review and comment on the CMAR's GMP.

Assumption(s) and Exclusions:

- Assumed 1 GMP review

F ASSET MANAGEMENT

Consultant to add connection assets from design into existing COG Vertical and Linear asset packages. This includes:

- Identifying assets from design improvements and assigning asset IDs/Technical IDs
- Updating the asset hierarchy and physical equipment tag list with new assets/equipment
- Populating the manufacturer, model, serial, and size related information from approved submittals
- Populating recommended preventive maintenance activities from final approved operation and maintenance (O&M) manuals

Assumption(s) and Exclusions:

- Glendale Asset Management template to remain unchanged from April 2026 version

Hazen

SUMP DISHARGE DESIGN

A BASIS OF DESIGN REPORT (BODR) UPDATE

Consultant shall update existing Basis of Design Report to set the design basis for the work and highlighting design criteria and regulatory requirements.

Assumption(s) and Exclusions:

- Updates to existing Basis of Design Report for COG 51

B REGULATORY AGENCIES COMMUNICATION

Consultant will coordinate with MCESD for Approval to Construct (ATC) during detailed design, and for the MCESD Approval of Construction (AOC) after construction is complete. Consultant shall conduct a pre-application meeting ensuring that deviations from ADEQ Bulletin No. 11 will be accepted.

Assumption(s) and Exclusions:

- One (1) review meeting with MCESD prior to submission

C 90% DESIGN AND PERMITTING

Consultant shall prepare updated design for a discharge sump to take certain drains to the pressurized sewer discharge and to remove the onsite standpipe and gravity sewer to the adjacent lake. For new waste line connections, the Consultant will perform hydraulic analysis to evaluate pipeline sizes, system pressure losses and determine required modifications to wellhead pumps to maintain well production capacity. Consultant will provide appropriate backflow prevention for connections which will now lack an air gap.

Consultant will prepare a For Permitting set and submit to the permitting agencies. Agency review comments will be addressed.

Assumption(s) and Exclusions:

- Development of one new plan and section sheet and updates to twelve (12) existing plan sheets
- BODR updates and 90% Drawings will be submitted to the City and CMAR for review at the same time as ERDS connection updates
- 90% comments will be addressed, incorporated into a For Permitting set and the permitting set will be submitted to MCESD and the City for approval.
- Modeling of existing system is excluded
- No communication or remote controls will be included

Hazen

D FINAL DESIGN (AGENCY REVIEW)

Once permits are granted, Consultant will prepare For Construction documents of finalized drawings, and finalized specifications. Consultant will incorporate final review comments from the City and applicable regulatory agencies. Consultant will submit electronic PDF versions of the final design documents for construction.

Assumption(s) and Exclusions:

- Excludes additional City building permit review
- Only one round of comments will be received from MCESD with one documented response provided by Hazen to receive ATC
- County comments will be addressed and once permitted, a final For Construction set will be issued to the CMAR.

CMAR COORDINATION AND GMP REVIEW

Consultant will coordinate with the CMAR during design to incorporate their input on constructability and cost. Post-design, Consultant will review and comment on the CMAR's GMP.

Assumption(s) and Exclusions:

- Assumed 1 GMP review

F ASSET MANAGEMENT

Consultant to remove previously designed assets and add new connection assets from design into existing COG Vertical and Linear asset packages. This includes:

- Identifying assets from design improvements and assigning asset IDs/Technical IDs
- Updating the asset hierarchy and physical equipment tag list with new assets/equipment
- Populating the manufacturer, model, serial, and size related information from approved submittals
- Populating recommended preventive maintenance activities from final approved operation and maintenance (O&M) manuals

Assumption(s) and Exclusions:

- Glendale Asset Management template to remain unchanged from April 2026 version

Hazen

CONSTRUCTION PHASE

A REVIEW SHOP SUBMITTALS

Consultant will review and approve of shop drawings, material and equipment sample submittals related to the PRV and pipeline connection at COG 51.

Assumption(s) and Exclusions:

- Six (6) shop drawings included

B CONSTRUCTION RFIS

Consultant will respond to requests for information (RFIs) related to the drain redesign, PRV addition, pipeline connection at COG 51. The Consultant shall establish and maintain logs for tracking all relevant information related to the above.

Assumption(s) and Exclusions:

- Four (4) RFIs included

C CONSTRUCTION INSPECTION ALLOWANCE

Consultant will provide on-site inspection for construction activities related to the drain redesign, PRV addition, and pipeline connection at COG 51.

Assumption(s) and Exclusions:

- One (1) additional day of inspection with one inspector beyond originally anticipated efforts, inclusive of drive time to and from the site
- CMAR will request inspections at appropriate times to efficiently evaluate conformance with the Contract and Consultant will notify Engineering for use of the allowance.

D START-UP SERVICES

Consultant will provide on-site presence for start-up activities related to the PRV and pipeline connection at COG 51

Assumption(s) and Exclusions:

- One (1) day of start-up presence

Hazen

E RECORD DRAWINGS

Record drawings will be prepared based on redlines provided by the CMAR.

Assumption(s) and Exclusions:

- The record drawings will incorporate redline markups provided by the CMAR..

DIRECT EXPENSES

Additional direct costs including applicable MCESD ATC/AOC fees (estimated at $3,000) and associated mileage with construction inspection and start-up activities.

Hazen

EXHIBIT

PSA C22-0595 Amendment No. 3C

BACKGROUND

The City has recently requested additional design and construction for expansion of COG 50 to 5,000 gpm and connection of COG 51 to the nearby ERDS line as well as elimination of the planned gravity line to the adjacent lake. The removal of the gravity line requires re-routing of several waste streams to the pressurized discharge to a manhole at 75th Avenue and Rose Garden Lane. This will result in an overall extension of the project schedule. As a result, the Contractor's Critical Path Method (CPM) Schedule has extended to 6/1/2027. Amendment No. 2 extended the Consultant's project management services through September 28, 2026. This scope outlines the additional Project Management services that will occur during the 8 month extension through project completion.

PROJECT MANAGEMENT

A. CONSTRUCTION MEETINGS

Consultant will prepare for and participate in biweekly construction meetings with the City and the Contractor, as well as occasional meetings and calls to address specific project issues.

B. BUDGET MEETINGS

Consultant will prepare for and participate in biweekly budget meetings with City of Glendale Engineering project management team to review the Consultants budget status, discuss any items impeding project progress and identify any potential change elements.

C. INVOICING AND REPORTING

Consultant will prepare monthly progress reports and invoices. This effort includes monthly budget shifts to submittals, RFIs and construction inspections that are being compensated for on a time and material basis through the Owner's allowance as agreed to in Amendment No. 2.

Assumption(s) and Exclusions:

- Project final completion for COG 50 and 51 will be achieved June 1, 2027
- Construction meetings will be held twice monthly and include review of Contractor prepared meeting minutes for accuracy after each meeting. Meetings will be attended regularly by Hazen project manager and design manager, with intermittent participation by discipline design leads as required.

Hazen

- Meetings or calls to address specific project issues will be held as needed, with appropriate Hazen team members in attendance to adequately address the issue being discussed.
- Budget meetings will be held twice monthly and be attended by Hazen project manager.

Hazen

City of Glendale
PSA C22-0595
Amendment No. 3A COG 50 Expansion to 5,000 GPM

Fee Proposal
Hazen
5/8/2026

		PM & QA/QC VP	Lead Civil SPE	Lead Mechanical SPE	CAD/BIM	Process PE	Project Engineer PE	Assistant Engineer AE	Inspector	Hazen Hours Subtotal	Hazen Subtotal $	Subconsultant	Total
		$ 295	$ 255	$ 255	$ 195	$ 215	$ 215	$ 150	$ 210				
DESIGN MANAGEMENT													
A	Design Management & Coordination	8	22							30	$ 7,970	$ 2,215	$ 10,185
IX Treatment Expansion 5000 GPM													
	Final Design												
A	Calculations, specs, drawings, & BODR Update	12	40	16	80	40				188	$ 42,020	$ 25,764	$ 67,784
B	Regulatory Agencies Communication		30	4						34	$ 8,670		$ 8,670
C	CMAR and Vendor Coordination	12	28	16		4				60	$ 15,620	$ 1,382	$ 17,002
D	GMP Review	2		2			2			6	$ 1,530		$ 1,530
E	Asset Management	2		16		4		24		46	$ 9,130		$ 9,130
CONSTRUCTION PHASE													
A	Review Shop Submittals (12)		5	10		1	8			24	$ 5,760	$ 8,874	$ 14,634
B	Respond to Construction RFIs (4)		2	12		8	2			24	$ 5,720	$ 2,218	$ 7,938
C	Construction Inspection (Allowance)								64	64	$ 13,440		$ 13,440
D	Start-up Services		18	24						42	$ 10,710	$ 3,703	$ 14,413
E	Record Drawings		4	4	16					24	$ 5,160	$ 3,207	$ 8,367
Base Tasks Subtotal		36	149	104	96	57	12	24	64	542	$ 125,730	$ 47,363	$ 173,093.00
DIRECT EXPENSES													
	Travel (IRS Mileage Rate $0.725/mi)												$ 435
	MCESD Permitting Fee												$ 6,000
Other Direct Costs (ODCs) Subtotal													$ 6,435
COG 50 - Subtotal													**$ 179,528**

Legend: Vice President (VP), Senior Associate (SA), Associate (A), Senior Principal Engineer (SPE), Principal Engineer (PE), Assistant Engineer (AE), CADD Designers (CAD/BIM), Construction Manager (CM), Administrator (Admin)

Hazen

City of Glendale
PSA C22-0595
Amendment No. 3B COG 51 ERDS Line Connection & Standpipe Removal

Fee Proposal
Hazen
5/8/2026

	PM & QA/QC VP	Lead Civil SPE	Lead Mechanical SPE	Project Engineer PE	CAD/BIM	Assistant Engineer AE	Inspector	Hazen Hours Subtotal	Hazen Subtotal $	Subconsultant	Total
	$ 295	$ 255	$ 255	$ 215	$ 195	$ 150	$ 210				
DESIGN MANAGEMENT											
A Design Management & Coordination	12	36						48	$ 12,720	$ 2,052	$ 14,772
ERDS CONNECTION DESIGN											
A Basis of Design Report (BODR) Update	3	10	22	8				43	$ 10,765	$ 765	$ 11,530
B Regulatory Agencies Communication		8	2					10	$ 2,550		$ 2,550
C 90% Design and Permitting	8	32	6	32	100	16		194	$ 40,830	$ 8,819	$ 49,649
D Final Design (Agency Review)	6	16	4	16	40			82	$ 18,110	$ 2,205	$ 20,315
E CMAR Coordination and GMP Review	2	4	2					8	$ 2,120	$ 765	$ 2,885
F Asset Management	2		4			8		14	$ 2,810		$ 2,810
DRAIN TO LAKE REDESIGN											
A Basis of Design Report (BODR) Update	3	10	22	8				43	$ 10,765	$ 1,898	$ 12,663
B Regulatory Agencies Communication		8	2					10	$ 2,550		$ 2,550
C 90% Design and Permitting	8	58	40	32	100			238	$ 53,730	$ 16,967	$ 70,697
D Final Design (Agency Review)	6	16	12	16	40			90	$ 20,150	$ 4,242	$ 24,392
E CMAR Coordination and GMP Review	2	4	2					8	$ 2,120		$ 2,120
F Asset Management	2		4			8		14	$ 2,810		$ 2,810
CONSTRUCTION PHASE											
A Review Shop Submittals (6)		6	12	6				24	$ 5,880	$ 2,682	$ 8,562
B Respond to Construction RFIs (4)		8	24	4				36	$ 9,020	$ 2,295	$ 11,315
C Construction Inspection (Allowance)							8		$ 1,680	$ 1,968	$ 3,648
D Start-up Services			8					8	$ 2,040	$ 1,687	$ 3,727
E Record Drawings		4	4		16			24	$ 5,160	$ 4,525	$ 9,685
Base Tasks Subtotal	54	220	170	122	296	32	8	894	$ 205,810	$ 50,870	$ 256,680.00
DIRECT EXPENSES											
Travel (IRS Mileage Rate $0.725/mi)											$ 145
MCESD Permitting Fee											$ 3,000
Other Direct Costs (ODCs) Subtotal											$ 3,145
COG 51 - Subtotal											**$ 259,825**

Legend: Vice President (VP), Senior Associate (SA), Associate (A), Senior Principal Engineer (SPE), Principal Engineer (PE), Assistant Engineer (AE), CADD Designers (CAD/BIM), Construction Manager (CM), Administrator (Admin)

Hazen

City of Glendale
PSA C22-0595
Amendment No. 3C PM Extended Schedule

Fee Proposal
Hazen
5/8/2026

	PM & QA/QC VP	Lead Civil SPE	Lead Mechanical SPE	Process PE	Hazen Hours Subtotal	Hazen Subtotal $	Subconsultant	Total
	$ 295	$ 255	$ 255	$ 215				
PROJECT MANAGEMENT								
A Construction Meetings	24	24	8	8	64	$ 16,960	$ 8,859	$ 25,819
B Budget Meetings	16					$ 4,720		$ 4,720
C Invoicing and Reporting	16	8				$ 6,760		$ 6,760
Base Tasks Subtotal	56	32	8	8	64	$ 28,440	$ 8,859	$ 37,299.00
DIRECT EXPENSES								
Travel (IRS Mileage Rate $0.725/mi)								
MCESD Permitting Fee								
Other Direct Costs (ODCs) Subtotal								$ -
ALLOWANCES								
Allowances Subtotal								$ -
COG 50 - Subtotal								**$ 37,299**

Legend: Vice President (VP), Senior Principal Engineer (SPE), Principal Engineer (PE)

Grand Total Amendment 3: $476,652

AGENDA ITEM: 12.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Tom Kaczmarowski, Principal Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC, FOR THE THUNDERBIRD CONSERVATION PARK TRAILS IMPROVEMENTS CONSTRUCTION ADMINISTRATION SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the existing Professional Services Agreement with J2 Engineering & Environmental Design, L.L.C., (J2) for construction administration services for the Thunderbird Conservation Park Trails Improvements in the amount of $82,664.23. Total compensation shall not exceed $1,277,592.23. The term of this Agreement commences upon the effective date and continues until September 12, 2027.

Background

The Thunderbird Conservation Park is 1,112 acres, located in the Hedgpeth Hills in north Glendale. The park is dedicated to preserving the desert environment and offers activities that include picnicking, hiking, horseback riding, mountain biking, jogging, and bird watching. The park includes approximately 15-miles of multi-use trails, parking lots, roadways, ramadas, and restrooms.

The City's Parks and Recreation Master Plan was replaced/updated in 2021. Several of the goals and objectives considered in the Master Plan included: improving access to the park by prioritizing improvements to the trailheads and infrastructure, revegetating native desert areas, updating or replacing existing facilities (e.g., restrooms, shade structures, trailheads, etc.), and providing trail, historic, and environmental interpretive signs.

In September 2022, Council approved a Professional Services Agreement with J2 to complete a Design Concept Report. The intent of the Design Concept Report is to refine the Thunderbird Conservation Park sketches that were developed as part of the Parks and Recreation Master Plan and prioritize infrastructure improvements to the three Trailheads and access roads within the park. Below are the locations of the three trailheads in Thunderbird Conservation Park:

- The main trailhead/entrance is off of 59th Avenue (22600 North 59th Avenue)
- Pinnacle Peak Road at 55th Avenue (5486 W. Pinnacle Peak Road)
- 67th Avenue at Patrick Lane

Analysis

On March 11, 2024, the Parks and Recreation Advisory Commission was presented with the phasing of the Thunderbird Conservation Master Plan to prioritize which trailhead to begin construction. It was decided to start the first phase of construction at the main trailhead entrance off of 59th Avenue (22600 North 59th Avenue). J2 completed design of the portion along with the other two trailheads and associated infrastructure (bathrooms, wayfinding, parking lot, etc). As design was completed at the end of February 2026, the city retained a contractor using the Construction Manager at Risk delivery method.

The Engineering Department issued a Request for Qualifications (RFQ) for the Thunderbird Conservation Park Improvements in October 2021. Of the four (4) responses received, J2 was selected as the best qualified firm to provide design services for the Thunderbird Conservation Park.

Previous Related Council Action

On October 22, 2024, Council approved Amendment No. 1 to the Professional Services Agreement (C22-0920-1) with J2 Engineering & Environmental Design, L.L.C., in an amount not to exceed $1,070,180 for design services.

On September 13, 2022, Council approved a Professional Services Agreement (C22-0920) with J2 Engineering & Environmental Design, L.L.C., in an amount not to exceed $124,748 for the completion of a design concept report.

Community Benefit/Public Involvement

Providing a new landscape plan and park amenities for the community encourages outdoor play for children and adults and allows the opportunity to increase social interactions within the community.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$82,664.23
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2026-27 Capital Improvement Plan in project CIPPK19077- Thunderbird Conservation Park Improvements. Expenditures with J2 Engineering & Environmental Design, L.L.C., are not to exceed $82,664.23 for the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 2

Thunderbird Conservation Park - Design Concept Report
(Project 212216.1, Contract No. C22-0920)

This Amendment No. 2 ("Amendment") to the Professional Services ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and J2 Engineering & Environmental Design, L.L.C., an Arizona Limited Liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and J2 Engineering & Environmental Design, L.L.C. ("Contractor") previously entered into a Professional Services Agreement, Contract No. C22-0920, dated September 13, 2022 ("Agreement"); and

B. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from September 13, 2024 through Septermber 12, 2025; and

C. City and Contractor previously entered into Amendment No. 1, expanding the scope of work, increasing the compensation by $1,070,180 for a new not to exceed amount of $1,194,928 and extending the term of the Agreement from September 13, 2025 through September 13, 2026; and

D. The City is seeking to expand the scope of work and increase the compensation to be paid under this agreement by an additional $82,664.23; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from September 13, 2026 through September 12, 2027, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The scope of work is amended to included construction administration services as described in the attached Exhibit.

4. **Compensation.** The compensation to be paid as part of this Agreement is increased by $82,664.23, for a new not to exceed amount of $1,277,592.23.

5. **Insurance Certificate**. Current certificate will expire on October 23, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.

6. **Non-discrimination.** 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.

7. **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.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Patrick S. Banger, City Manager

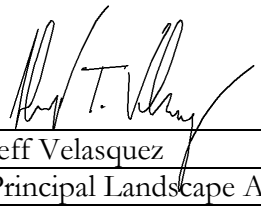
ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

J2 Engineering & Environmental
Design, L.L.C.
an Arizona limited liability company



By: Jeff Velasquez
Its: Principal Landscape Architect

City of Glendale | Thunderbird Conservation Park

J2 Scope of Services | Post Design Construction Administration

Task 500 – Construction Administration

J2's staff will attend a pre-construction conference, review shop drawings; review, respond, and coordinate requests for information (RFI). J2 will have one (1) staff member attend the pre-construction conference. The pre-construction conference is anticipated to be held at the project site and be three (3) hours in duration.

We are anticipating at a minimum the submittals to include:

- *irrigation equipment*
- *decomposed granite materials and associated items*
- *plant materials and associated items*
- *hardscape associated elements*
- *site furnishings and associated elements*
- *ramada shop drawings*
- *Architectural Building submittals (distributed by J2, reviewed by others)*
- *utility submittals (distributed by J2, reviewed by others)*
- *structural submittals (distributed by J2, reviewed by others)*
- *electrical and lighting submittals (distributed by J2, reviewed by others)*

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop Suite B2
Phoenix, Arizona 85040
ph. 602.438.2221

Task 600 –Weekly Meetings and Site Visits and Observations

J2 will attend weekly construction meetings with the City and CMAR for up to fifty-six (56) meetings. Each meeting is anticipated to be held on-site and be two (2) hours in duration and J2 will have one (1) staff member at the meeting. J2 will prepare the construction meeting agenda and will be responsible for distribution of the meeting minutes. Haydon will be responsible for providing a 3-week look ahead schedule.

J2 will conduct up to sixteen (16) additional site visits to observe construction activities and perform on-site reviews of hardscape layout, landscape materials, irrigation systems, and related elements. Whenever feasible, these additional site visits will be coordinated with the weekly construction meetings. Each site visit is anticipated to be three (3) hours in duration and J2 will have one (1) staff member at these visits. J2 will review progress of the construction of the overall project during these trips and will discuss what was observed with the city and the Contractor following each visit via verbal communication, photographs and written (construction logs) communications. J2 will review contractor pay requests in coordination with COG engineering staff; however, J2 will not be responsible for performing field measurements of site work for payment applications or justification.

It is assumed that any mock-up reviews will be coordinated to occur at one of these visits.

Subconsultant Observation Coordination: J2 will coordinate the site observations of our subconsultants to review their specific areas of expertise. See attached scopes of work for each respective sub-consultant services.

Task 700 – Pre-Final and Final Walkthrough

J2 will attend one (1) pre-final walkthrough, for each of the three trailhead sites, (59th, 55th, 67th) with the City and the contractor and develop a punch list of items related to the site construction including all elements

related to the landscape, hardscape, and irrigation components of the project. These meeting are anticipated to be five (5) hours in duration and J2 will have two (2) people in attendance. J2 will compile all punch list items from the city and all subconsultants into an overall list.

J2 will attend one (1) final walkthrough, for each of the three trailhead sites, (59th, 55th, 67th) where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the projects. These meetings are anticipated to be three (3) hours in duration and J2 will have two (2) people in attendance.

These meetings are separate from the site visits in Task 600.

Task 800 – As-Built Review

J2 will provide one (1) initial review as-built plans that are provided by the contractor. J2 will comment on the as-builts and provide back to the contractor for revisions. J2 will provide one (1) final review of as-builts to verify if all deficiencies noted in initial review have been adequately addressed. J2 will prepare the Record Drawing set for final submittal to the City of Glendale. These drawings will not be certified by J2 Design; certification must be provided by the Contractor's survey subconsultant to verify all hardscape elevations and utility inverts.

J2 Design Allowances

****** Please Note *** : The list below reflects only the allowances proposed for J2 Design. Additional design allowances can be found in the attached sub-consultant proposals or on Page 11 of this proposal on the sub-consultant fee summary sheet.***

The following allowance may be used only with prior authorization from the City. Authorization will not be issued until the modified scope is fully defined, and the allowance amount may require adjustment if the final scope exceeds the current allocation.

Additional Post Design Allowance: *An allowance has been established to procure additional post design services should the City desire additional construction phase input or observations from the design team*

Post Design General Understanding:

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC.

Construction administration and observations will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the landscape, hardscape, irrigation aspects of the project. This task should not be construed to warrant the work of any contractor.

Each discipline will review and approve applicable shop drawings.

Any administrative, observation and inspection services provided by the Consultant Project Team are solely for the purpose of rendering a professional opinion regarding apparent conformance to contract requirements. Consultant does not warrant the work of any contractor. In accordance with generally accepted construction practice, contractors shall be solely responsible for all job site conditions and safety of persons or property.

Any observations of the work completed are subject to the following: The observations shall be directly related to the quality of the work performed so that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has:

(1) Made exhaustive or continuous on-site observations to check the quality or quantity of the Work

(2) Reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures

(3) Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or

(4) *Ascertained, how or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.*

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, their agents or employees, or any other persons performing portions of the Work not directly employed by J2.

The Construction Administration and Observations portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of fourteen (14) months for construction.

If this general understanding is not correct, or if the city feels additional, field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis.

The following tasks are NOT included in this scope of services:=

1. *J2 is not providing any permitting or permit fees.*
2. *J2 is not providing any material testing.*
3. *J2 is not providing any erosion control, SWPPP inspections. Any noted SWPPP deficiencies will be noted by J2 and included in the weekly const. mtg. mins.*
4. *J2 is not providing any Utility Potholing*

5. *J2 is not performing any pressure tests or irrigation coverage tests.*
6. *J2 is not providing Environmental Clearances and/or Studies or Reports or 404 permitting*
7. *Design revisions based on modified scope by City or Value Engineering by CMAR are not included and would need a contract modification.*
8. *J2 is not certifying contractor as-builts, certification must be provided by the Contractor's survey subconsultant to verify all hardscape elevations, utility inverts.*

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

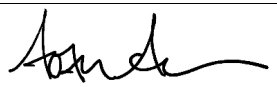
Thunderbid Conservation Park | City of Glendale
Post Design - CA Services
J2 Engineering and Environmental Design, LLC
5/26/2026

	Labor Category:	Design Manager	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
	Rate:	$ 215.27	$ 188.67	$ 144.35	$ 117.13	$ 195.00	$ 137.71	$ 125.36	$ 91.17	
Task #	**Task Description:**									**Hours Total**
500	**Construction Administration**									
501	Pre-construction Conference (1)						4			4
502	Respond to Request for Information (RFI)						60	92	92	244
503	Submittal/Shop Drawing Reviews						60	96	96	252
600	**Weekly Meetings and Site Visits and Observations**									
601	Weekly Construction Meetings (56)						162			162
602	Site Visit Observations (16)						64	8	8	80
603	Site Visit Reports						20	8	8	36
700	**Pre-Final and Final Walk Through**									
701	Pre-Final Walk Through (1)						6	6	6	18
702	Final Walk Through (1)						2	2	2	6
703	Prepare Punch List						4	4	10	18
800	**As-Built Review**									
801	Initial As-built Review						2	4	4	10
802	Prepare Comments						1	1	2	4
803	Final As-built Review						2	4	2	8
	J2 Hours per Labor Category:	**0**	**0**	**0**	**0**	**0**	**387**	**225**	**230**	**842**
	J2 Fee per Labor Category (rounded to nearest whole dollar):	$ -	$ -	$ -	$ -	$ -	$ 53,294.00	$ 28,206.00	$ 20,969.00	**$ 102,469.00**

J2 Design - Allowances	Fee Amount
Additional Post Design Allowance	$ 8,000.00
Total J2 Design - Allowances	**$ 8,000.00**

J2 Design - Base Fee	**$ 102,469.00**
J2 Design - Allowances	**$ 8,000.00**
Sub-Consultant - Base Fees	**$ 155,790.00**
Sub-Consultant - Allowances	**$ 32,447.00**

TOTAL ***Including*** **All Base Design Fees & Allowances**	**$ 298,706.00**
Less Credit - Amendment No. 1 (C22-0920-2)	**$ 216,041.77**
Total Fee for this Amendment No. 2 (C22-0920-3)	**$ 82,664.23**



Aaron Allan, PLA, ASLA | Principal
J2 Engineering and Environmental Design, LLC

May 26, 2026
Date

Sub-Consultant Fee Summary Sheet

Sub consultants - Base Fees:		
Weddle Gilmore - Architecture	$	103,530.00
Jacobs - Civil Engineering / Utility Design	$	35,075.00
Wright Engineering - Electrical Engineering	$	13,740.00
LR Designs - Signage	$	3,445.00
Total Sub-Consultants :	**$**	**155,790.00**
Sub consultants - Allowances:		
Weddle Gilmore		
Structural Engineering - Construction Administration	$	6,000.00
Structural Special Inspection Allowance	$	17,500.00
Mechanical Engineering - Construciton Administration	$	8,947.00
Total Sub-Consultants Allowances :		**$32,447.00**

AGENDA ITEM: 13.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC., FOR CONSTRUCTION ADMINISTRATION, INSPECTION SUPPORT AND PFAS TESTING FOR CITY OF GLENDALE WELL COG-54
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with GHD, Inc. (GHD) for construction administration, inspection support and PFAS testing services for the new well COG-54 in an amount not to exceed $477,767. Engineering and Water Services staff recommend approving and entering into a professional services agreement with GHD, Inc. The initial term will be two years from the effective date and up to two, one-year extensions.

Background

The City's potable water facilities include three (3) surface treatment plants, one (1) groundwater treatment plant, six (6) active city wells, eight (8) Salt River Project (SRP) wells, and seven (7) water storage reservoirs. The City's Groundwater Well Management Program ensures the city has water supply resiliency, redundancy, and long-term sustainability, and identify and prioritize new or replacement well sites.

The Integrated Water Master Plan recommends construction of a new well in Zone 4. A well-siting evaluation of five possible sites was completed July 1, 2025. The study determined the West Area WRF site is the best option for the new well. This new site is identified as Well COG-54. PFAS chemical detections have occurred in the vicinity of West Area WRF and a testing task is included with this scope of work to define PFAS treatment design parameters.

Analysis

In March 2026, J.R. Filanc Construction Company, Inc., was selected through their JOC Master Contract for Water/Wastewater Facilities (C23-0548-2) for COG-54 well drilling and development at a cost not to exceed $3,683,193.45. The Notice to Proceed (NTP) was issued in March 2026. Drilling is scheduled for October 2026 completion.

In August 2023, GHD was secured to enter into Professional Services Agreement (C23-0813) providing engineering services for Well Treatment Evaluation. The design phase was completed and the contract closed. Subsequently, GHD was selected from the Engineering On-Call Consultants list to assist the city with construction administration services for the drilling and development of COG-54 located at the West Area WRF site.

Previous Related Council Action

On August 8, 2023, Council approved a Professional Services Agreement (C23-0813) with GHD, Inc. for engineering services for Well Treatment Evaluation in the amount of $292,018.

Community Benefit/Public Involvement

This project will help ensure long-term water supply resiliency, redundancy, and sustainability for the City's residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$477,767
Budgeted Y/N?:	Y
Account:	60204527-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2026-27 Water Services Capital Improvement Plan, Project #CIPWA19022-550100 - Groundwater Wells. Expenditures are not to exceed $477,767 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with GHD, Inc.

How was the item procured:	Request for Qualifications
Explanation:	Engineering On-Call

Strategic Plan Connection:

Tier 1 Objective:	Improve Asset Management

C

PROFESSIONAL SERVICES AGREEMENT

COG Well 54 Drilling & PFAS Testing
COG Project #252632

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and GHD Inc., a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2026 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");

B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and

C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.

(2) Consultant will remain fully responsible for Subcontractor's Services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").

b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.

c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation.

4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed $477,767 as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.

a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage,

courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the City will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

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

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

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

a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **$2,000,000** for each claim and a **$4,000,000** annual aggregate limit.

d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW and/or Services.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

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

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

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Services as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to the SOW and/or Services, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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

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

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

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

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

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal

right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant 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 Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

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).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

Bhaskar Kollluri, PE Business Group Leader
GHD Inc.
3200 East Camelback Road, Suite 210
Phoenix Az 85018

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 Martin A. Soma P.E. Sr. Civil Engineer
Engineering Department
5850 West Glendale Avenue, 2nd Floor
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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 SOW or Services.

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

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 SOW, 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. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

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 reformed to conform with 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 two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. 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 extensions, 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 Scope of Work
Exhibit B Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

GHD Inc.,
a California corporation



By: Bhaskar Kolluri
Its: Business Group Leader

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

See attached.

Exhibit A – Scope of Work

The CONSULTANT will complete the proposed scope of work based on the fee estimate attached as **EXHIBIT B**. The scope is classified into four (4) key task categories listed below:

- Task 1 – Project Administration
- Task 2 – Site Preparation Support
- Task 3 – Well Drilling Support
- Task 4 – Treatability Study

Task 1 – Project Administration

Subtask 1.1 – Project Management

CONSULTANT will manage the scope, cost, schedule, resources, quality process, and stakeholder engagement during the duration of the project and includes project close-out efforts. Project close-out will consist of CONSULTANT compiling the Project work product developed by CONSULTANT including design documents, reports, meeting agendas and minutes, and project deliverables into an electronic record document format.

Subtask 1.2 – Progress Meetings

CONSULTANT will coordinate and attend up to ten (10) monthly status meetings with CITY throughout the duration of the Project. CONSULTANT will provide agenda and distribute minutes after the meetings. CONSULTANT assumes these meetings will be held virtually with a duration of up to one (1) hour.

Task 2 – Site Preparation Support

The proposed Well No. 54 site is located within an existing retention area. Prior to the commencement of well drilling, CONTRACTOR shall regrade the site and retention basin per the contract documents. CONSULTANT will provide construction administration services during the project's construction phase, including site observations and monitoring of the construction work's performance and conformity to the contract documents.

Subtask 2.1 – Construction Meetings

CONSULTANT will participate and attend the construction kick-off meeting, biweekly construction status meetings and the substantial completion walkthrough. CONSULTANT assumes the construction kick-off and substantial completion walkthrough will be held on-site for a duration of two (2) hours each. CONSULTANT assumes biweekly status meetings will be held virtually for a duration of thirty (30) minutes each for a total of two (2) months. CONSULTANT will record and submit observation notes to CITY following each project site visit. Following the substantial completion walkthrough, CONSULTANT will develop an itemized punch list and will coordinate with CONTRACTOR for completion. CONSULTANT will distribute the completed punch list to CITY. Any additional construction project meetings will be agreed upon with CITY during the construction phase.

Subtask 2.2 – Submittal Reviews and Requests for Information (RFIs)

CONSULTANT will review and provide responses to CONTRACTOR RFIs during the construction phase, within 2-5 business days upon receipt. CONSULTANT will review material and equipment submittals submitted by CONTRACTOR and provide a response within 10 business days upon receipt. Material and equipment submittals will either be approved or rejected. CONSULTANT assumes receiving a maximum of five (5) RFIs from CONTRACTOR.

Task 3 – Well Drilling Support

Subtask 3.1 – Construction Meetings

CONSULTANT will participate in the construction kick-off meeting and substantial completion walkthrough. CONSULTANT assumes the construction kick-off meeting and substantial completion walkthrough will be held on-site for a duration of two (2) hours each. Any additional construction project meetings will be agreed upon with CITY during the construction phase.

Subtask 3.2 – Subcontractor Support

Well construction and testing oversight services will be provided by LRE (SUBCONSULTANT). The scope of services provided by SUBCONSULTANT shall include the following:

- Project Management and Coordination
    - Project Meetings, Coordination, and Contracts Administration
    - Quality Assurance/Quality Control
    - Health and Safety Plan
- COG-54 Construction and Testing
    - Drilling and Installation Oversight Including Surface Casing Installation and Pilot Borehole Drilling and Analysis, Geophysical Logging, Depth-Specific (Zonal) Groundwater Sampling, Testing, & Analysis, Well Design, Borehole Ream, Caliper Logging, Materials Check, Well Installation Inspection and Well Development Inspection
    - Well Testing Including Step-Rate Pumping Test, Constant-Rate Aquifer Test & Recovery, New Source Sampling & Well Video and Plumbness & Alignment Survey
    - Data Analysis and Well Completion Reporting

See **Appendix A** for further details on the SUBCONSULTANT's proposed scope of work. CONSULTANT shall manage SUBCONSULTANT throughout the execution of the scope.

Task 4 – Treatability Study

Based on the water quality of nearby wells, it is anticipated that Well No. 54 will require treatment to remove per- and polyfluoroalkyl substances (PFAS) to levels below the USEPA Maximum Contaminant Levels (MCLs)

for PFOA and PFOS. If PFAS contamination is detected, it is recommended to perform a PFAS treatability study with the raw water from Well No. 54.

GHD retains the ability to perform in-house rapid small-scale column tests (RSSCTs) to help define removal rates and treatment unit sizing specific to Well No.54 water within our Innovative Technology Group (ITG) in our Niagara Falls, NY office. Rapid Small-Scale Column Tests (RSSCTs) are a common bench-scale testing method for evaluating performance of PFAS removal medias, like GAC and AIX. RSSCTs work by scaling down the column dimensions and media particle size while maintaining the same fundamental transport and adsorption dynamics found in full-scale treatment systems without the time and cost associated with larger pilot-scale testing.

Our ITG has a dedicated team of scientists and engineers leading a fully equipped treatability laboratory facility, capable of performing water treatment treatability studies for PFAS and Emerging Contaminants. The results from our analyses are used to recommend the most effective treatment methods that can be deployed on a full-scale basis. Our treatability evaluations include the use of granular activated carbon (GAC), anion exchange resin (AIX), and proprietary adsorbents.

Subtask 4.1 – Treatability Study Testing Procedure

CONSULTANT will review the water quality data obtained from pilot-hole testing and develop a treatability study to compare performance of PFAS removal technologies like GAC and AIX. CONSULTANT will develop the Treatability Testing Plan that will outline the general testing conditions, equipment procurement and setup, operating parameters, process monitoring, and sample collection and analysis.

Subtask 4.2 – Sample Collection, Bench-Scale Testing, and Laboratory Analysis

CONSULTANT will perform bench-scale testing to inform the PFAS treatment design at Well No. 54. CONSULTANT proposes to perform RSSCTs with four (4) PFAS removal media. Selection of the preferred media will be made together by CITY and CONSULTANT. An additional column test with zirconia or silica (glass) beads will be run as a control to assess PFAS losses due to sorption on the column materials or tubing. CONSULTANT will coordinate collection and transport of raw water samples to both the selected analytical laboratory and CONSULTANT's Testing Facility. It is assumed that laboratory analytical fees and shipping costs of raw water samples will be the responsibility of the CITY.

After receiving the raw water samples at the Testing Facility, CONSULTANT will prepare the RSSCT columns, conduct RSSCT testing, collect RSSCT samples, and provide a report detailing the results of the study. RSSCT sampling will occur at regular intervals (every 10,000 bed volumes) to generate breakthrough curves and assess media performance. CONSULTANT assumes a testing duration of 100,000 bed volumes for the purpose of fee estimation. CONSULTANT will collect the RSSCT samples and ship them to the selected laboratory for water quality analyses. It is assumed that laboratory analytical fees of RSSCT samples will be the responsibility of the CITY.

Subtask 4.3 – Lifecycle Cost Analysis (LCA)

To optimize the PFAS treatment design, CONSULTANT will use the information gathered in Subtask 4.2 to perform a lifecycle cost analysis (LCA) comparing the tested PFAS removal media. The LCA will provide a 50-year lifecycle cost comparison between the four (4) media evaluated in the treatability study, including capital and operating expenditures (CAPEX/ OPEX). For each media, CONSULTANT will develop an AACE Class 5 capital cost estimate based on a design flow rate of 5,000 gpm. The cost comparison will consider PFAS treatment equipment, pilot testing (where applicable), initial media installation, footprint differences (if any), and media conditioning infrastructure.

CONSULTANT will develop an operating cost comparison for the four (4) medias assuming a 50-year operating period. The operating cost comparison will consider estimated media replacement (frequency and cost), pumping energy differences based on estimated system pressure losses. The media life estimates will be based on the RSSCT results gathered under Subtask 4.2.

The findings from this assessment will be summarized in the form of a technical memorandum for CITY's review. The memorandum will include a cost-benefit discussion based on the lifecycle costs, potential schedule differences, and site layout implications. CONSULTANT will submit the draft memorandum to CITY for review and comment prior to finalization. CONSULTANT assumes receiving one (1) round of comments from CITY that shall be addressed prior to delivering the final memorandum.

Task 5 – Owner's Allowance

An allowance of $255,000 is included in the project budget to provide flexibility for the CITY to address potential additional services or effort that are not specifically defined within the scope of work described above. This allowance may be used, at the CITY's discretion, to support unforeseen needs, refinements, or additional tasks that arise during the course of the project. Use of the allowance will be subject to CITY authorization and will be applied only if and when such additional services are requested

Assumptions & Exclusions

CONSULTANT applied the following assumptions in developing this proposed scope of work and fee estimate. CITY is responsible for review and agreement with all assumptions. If assumptions change during the project, the CONSULTANT shall notify CITY of those changes, and impacts that may change the scope and/or fee for the CONSULTANT to successfully complete the project:

- Deliverables submitted to the project representatives and/or CITY will be reviewed, and written feedback and comments will be provided to CONSULTANT within 10 business days upon receipt.
- Deliverables submitted to CITY will be provided in electronic file format (PDF).
- CITY will provide requested information by CONSULTANT if available. Electronic format is preferred. CONSULTANT assumes all civil, mechanical, and structural as-built details from the facility conformed drawing plans, elevations, details, and submittals reflect current conditions and that all conformed drawings can be delivered in electronic format.
- In the event site visits are required, CITY will provide and coordinate access to the site.
- Any effort request of the CONSULTANT, beyond the scope defined above is excluded. However, additional effort can be requested by the CONSULTANT to be completed on a time and materials basis, above and beyond this scope and fee proposal.
- CITY is responsible for all laboratory analytical fees.
- Sampling for bench-scale testing and new source analysis will be performed concurrently

SUBCONSULTANT assumptions and exclusions can be seen in **Appendix A**.

Tentative Project Schedule

The CONSULTANT estimates a duration of up to 215 business days to deliver the above scope, excluding the construction phase. The duration is dependent on CITY providing the requested information and adhering to the construction schedule estimated and feedback in a timely manner. The schedule is subject to the project Notice-to-Proceed (NPT) date. The duration takes into account the impacts from the holidays. See **Exhibit C** for a preliminary project schedule.

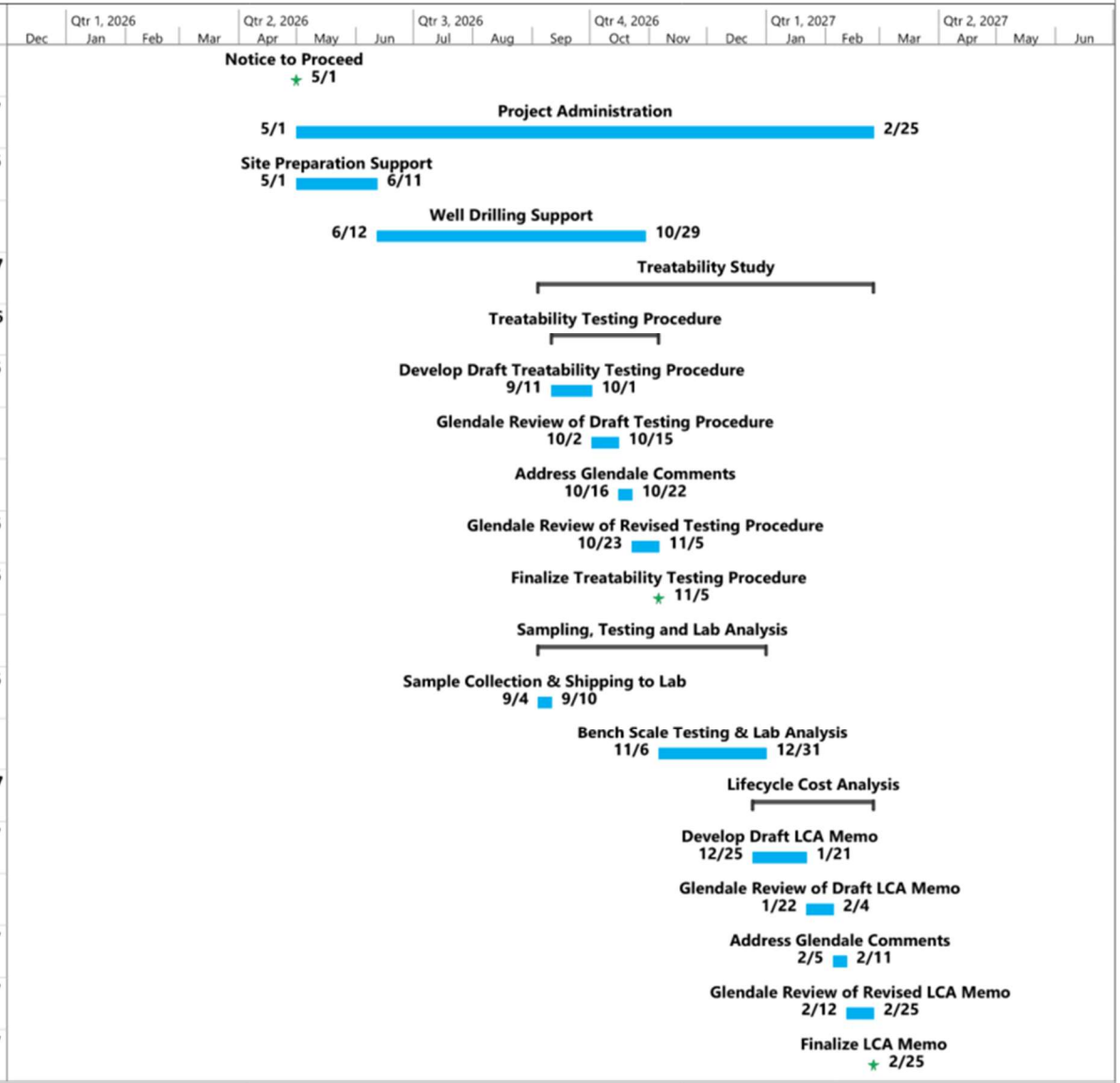
Estimated Fees

The CONSULTANT shall complete the proposed scope of work for the fee provided in **Exhibit B** on a T&M basis. The project will be billed monthly. If additional services are requested by CITY, beyond the scope defined in **Exhibit A** and/or the level of effort defined in **Exhibit B**, the CONSULTANT may provide these additional services on a T&M basis.

Exhibit C – Schedule

COG Well 54 Drilling &
PFAS Testing

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	0 days	Fri 5/1/26	Fri 5/1/26
2	**Project Administration**	215 days	Fri 5/1/26	Thu 2/25/27
3	**Site Preparation Support**	30 days	Fri 5/1/26	Thu 6/11/26
4	**Well Drilling Support**	100 days	Fri 6/12/26	Thu 10/29/26
5	**Treatability Study**	**125 days**	**Fri 9/4/26**	**Thu 2/25/27**
6	**Treatability Testing Procedure**	**40 days**	**Fri 9/11/26**	**Thu 11/5/26**
7	Develop Draft Treatability Testing Procedure	15 days	Fri 9/11/26	Thu 10/1/26
8	Glendale Review of Draft Testing Procedure	10 days	Fri 10/2/26	Thu 10/15/26
9	Address Glendale Comments	5 days	Fri 10/16/26	Thu 10/22/26
10	Glendale Review of Revised Testing Procedure	10 days	Fri 10/23/26	Thu 11/5/26
11	Finalize Treatability Testing Procedure	0 days	Thu 11/5/26	Thu 11/5/26
12	**Sampling, Testing and Lab Analysis**	**85 days**	**Fri 9/4/26**	**Thu 12/31/26**
13	Sample Collection & Shipping to Lab	5 days	Fri 9/4/26	Thu 9/10/26
14	Bench Scale Testing & Lab Analysis	40 days	Fri 11/6/26	Thu 12/31/26
15	**Lifecycle Cost Analysis**	**45 days**	**Fri 12/25/26**	**Thu 2/25/27**
16	Develop Draft LCA Memo	20 days	Fri 12/25/26	Thu 1/21/27
17	Glendale Review of Draft LCA Memo	10 days	Fri 1/22/27	Thu 2/4/27
18	Address Glendale Comments	5 days	Fri 2/5/27	Thu 2/11/27
19	Glendale Review of Revised LCA Memo	10 days	Fri 2/12/27	Thu 2/25/27
20	Finalize LCA Memo	0 days	Thu 2/25/27	Thu 2/25/27



Revised: Tue 4/21/26

Appendix A

LRE Proposal

March 3, 2026

Nicolas Gonzalez
GHD
3200 E Camelback Rd
Suite 210
Phoenix, AZ 85018
msoma@glendaleaz.com

RE: Scope And Fee for COG-54 Well Construction and Testing Oversight

Dear Mr. Gonzalez,

LRE Water (LRE) is pleased to submit the requested scope and fee for the COG-54 well construction and testing oversight. LRE will provide well construction oversight services to assist the City of Glendale (Glendale) and GHD in expanding the water supply for Glendale. A summary of the scope of work and our assumptions are provided herein. We can begin the proposed services as soon as we receive authorization to proceed.

I. PROJECT BACKGROUND AND UNDERSTANDING

LRE recently prepared the drilling technical specifications and provided permitting and bid services for the drilling of COG-54. GHD wishes to have LRE provide construction oversight and testing services for COG-54.

The following sections describe LRE's proposed Scope of Services:

II. SCOPE OF SERVICES

Task Series 1.0: Project Management and Coordination

This task series involves activities related to project management, health and safety, client meetings, and quality management.

Task 1.1: Project Meetings, Coordination, and Contracts Administration

LRE will coordinate a kick-off meeting, monthly progress meetings, and an Executive Briefing with the GHD and Glendale Project Team. The meetings are assumed to be one hour in length and held via teleconference or at the Glendale offices. LRE will coordinate with the team and GHD's project manager to assist in the preparation of the agenda, presentation materials, and meeting summaries, as needed.

LRE will adhere to contractual requirements in the agreement with GHD. LRE will submit monthly invoices and progress reports that provide a summary of billing period activities, progress to date, and budget versus plan.

Task 1.2: Quality Assurance/Quality Control

A Senior Hydrogeologist will be assigned as a QA/QC Manager for the duration of the project and will be responsible for the quality control and assurance throughout the execution of the project tasks, alongside the Project Manager. The QA/QC Manager will review all documents and calculations prior to submission to the Project Team and the regulatory agency.

Task 1.3: Health and Safety

LRE will prepare a site-specific Health and Safety Plan (HASP). Our plan describes the necessary health and safety protocol around the drill rig and pump equipment for field and subcontractor personnel for the duration of the project. The HASP will be made available to the Project Team for review and compliance. An LRE field site safety officer will be assigned to the project to ensure all safety protocols are being properly followed throughout the duration LRE's time on site

Task Series 2.0: COG-54 Construction and Testing

This task series contains the hydrogeologic consulting services for the permitting, design, installation oversight, and testing of COG-54.

Task 2.1: Drilling and Installation Oversight

This task outlines the field activities and construction administrative services associated with borehole drilling, field data collection and analysis, well design, well installation, and well testing.

Surface Casing Installation and Pilot Borehole Drilling and Analysis
LRE will provide inspection services during the drilling of the pilot borehole for lithological logging, drilling fluid inspections, and to confirm driller adherence to the Drilling Technical Specifications. While on-site, LRE will analyze the drilled cuttings, collected at 10-foot intervals by the drilling contractor, and prepare a descriptive lithologic log of the cuttings material. A sample of the drilled cuttings from each 10-foot interval will be placed in chip trays, which will be provided to Glendale for archival purposes. This Scope of Services assumes a pilot borehole depth of up to 1,210 feet will be drilled over a 9-day period.

Drilled cuttings from selected intervals of the borehole (up to five intervals) will be submitted for sieve analysis by a geotechnical laboratory with a rush turn-around time requested. The sieve analysis results will be used to determine the appropriate well screen slot size and filter pack size necessary to prevent sand invasion and maximize flow while the well is in use. LRE will

subcontract geotechnical laboratory services and costs for their services are included in the Fee Estimate.

Geophysical Logging

After the pilot borehole is drilled to the total depth, downhole geophysical logging will be conducted to provide additional subsurface hydrologic and geologic information. The information collected from the borehole geophysics is important to understanding the local geology and hydrogeology, and will aid in the final well design. It will be the responsibility of the drilling contractor to subcontract the geophysical logger for the pilot borehole logging according to the Drilling Technical Specifications. LRE will provide all analysis and presentation of geophysical data collected in the pilot borehole.

The geophysical logging suite provided by the drilling contractor's subcontractor will include:

- Caliper log for pilot boring;
- Electric log (resistivity and spontaneous potential);
- Natural gamma ray log;
- Guard log;
- Nuclear Magnetic Resonance;
- Sonic (acoustic) log; and
- Magnetic deviation log of the pilot borehole.

The reamed borehole will also be logged with a magnetic deviation survey and final caliper log. These logs will also be provided by the drilling contractor.

Depth-Specific (Zonal) Groundwater Sampling, Testing, and Analysis

After the completion of geophysical logging, LRE will select up to seven (8) discrete intervals for collection of depth-specific (zonal) groundwater samples. These depth-specific samples will be collected using the temporary well method. With this method, the drilling contractor constructs temporary gravel-enveloped wells, typically with 20-foot perforated intervals. Each sample interval will be isolated in the borehole with an upper and lower bentonite seal, which enables LRE to obtain discrete groundwater samples from the intervals of interest.

Each temporary well will be air-lifted and/or pumped for a 12-hour period, and the discharge will be monitored to ensure the drilling fluid and construction water have been purged from the zone, such that only representative formation water is being produced for sampling. LRE personnel will monitor the field parameters (i.e., temperature, electrical conductivity, pH, and sand content) of the pumped discharge water for approximately two (2) hours prior to sample collection. The field parameters will be monitored using a calibrated multi-parameter meter to ensure that a representative groundwater sample is obtained. After approximately 12 hours of purging each zone and the stabilization of field parameters has occurred, LRE will collect a water quality sample. The zonal groundwater samples will enable LRE to prepare a final design for the well.

LRE staff will collect the zonal samples and will deliver them to a certified analytical laboratory for analysis. A duplicate zonal sample will also be collected and will be provided to the same analytical laboratory and labeled as a "blind" sample, for QA/QC purposes. Up to nine (9) samples will be analyzed for nitrate, fluoride, chromium, arsenic, and total dissolved solids. The water samples will also be analyzed for the common anions and cations which will enable LRE to conduct an ion balance for QA/QC purposes. The samples will be submitted to the laboratory under chain-of-custody for rush turn-around. The analytical laboratory will be retained by LRE and laboratory costs are included in the Fee Estimate.

After the zonal sample has been collected at each interval, the air compressor or pump will be shut down and the water level will be monitored. Once the water level has stabilized, a falling head ("slug") test will be conducted to estimate the hydraulic conductivity of the interval. The slug tests will be performed using a pressure transducer installed into the drill pipe, which extends inside the borehole below the static water level. The pressure transducer will be connected to a computer to allow the LRE hydrogeologist to monitor water-level data instantly. The pressure transducer data logger will be capable of recording water-level measurements rapidly (approximately one water-level reading per second). Up to 10 gallons of water will be poured into the well and the change in water level will be monitored and recorded. Up to three slug tests will be performed at each zone to gain a more accurate hydraulic conductivity representation. It is assumed that each slug test can be conducted within two (2) hours. If the hydraulic conductivity of any zone/interval is inadequate for the water table to return to its static level within one (1) hour after shutting off the sampling pump, the team will be contacted to discuss the costs versus the value of the specific data collection, to avoid excessive costs related to drilling rig standby time.

Well Design, Borehole Ream, Caliper Logging, Materials Check

After the completion of zonal groundwater sampling operations and receipt of the analytical reports and hydraulic conductivity results, LRE will meet with the Project Team to finalize the well design. Evaluation of all the data collected up to this point will be considered for well design, including zonal samples and slug test data with production and water quality estimated at depth, lithologic log of drilled cuttings, and geophysical logs. Once the final design has been determined and approved, it will be provided to the drilling contractor. At this time, the borehole will be cleaned out and/or reamed to its final depth and diameter. During the reaming of the pilot borehole, LRE personnel will not provide inspection services for the reaming operations but will remain on-call in the event that unanticipated conditions or problems arise.

After completion of borehole reaming, a final caliper log survey and magnetic deviation survey will be conducted. A geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for this service are not included in the Fee Estimate.

Once the drilling contractor has received the delivery of well construction materials listed in the technical specification and/or the final well design, LRE staff will perform a comprehensive materials check at the well site. LRE will confirm the materials are the same as specified and will

notify the team immediately if any deviations from the technical specification and/or final well design are identified.

Well Installation

LRE will provide inspection services during well construction on a continuous basis (24-hours per day) to ensure adherence to the materials, methods, and technical standards that have been specified. It is estimated that the well construction will take place over a 5-day period. Continuous inspection of the casing, screen, and annular material installation will ensure that the well installation is conducted in compliance with the materials and construction standards that have been specified in the final well design and/or technical specifications. LRE personnel will document the construction materials, installation techniques, and well development techniques via pipe tallies, cement grout records and receipts, development records/forms, etc. Samples of the filter pack material and cement grout will be collected to document conformance with the project specifications, and information obtained will be used to prepare a detailed As-Built diagram of the well for inclusion in the Well Completion Report (Task 2.3).

Well Development

LRE will provide inspection services during the airlift development phase (7 days, typically 8-10 hours per day) and pump and surge development phase (12 hrs.) to ensure that well development is conducted in compliance (measure general parameters, turbidity, and sand content) with the specified standards and in a manner consistent with local aquifer conditions. In addition to working to achieve clear, sand-free water during pump and surge development, LRE will track discharge rates and water level drawdown to plan the subsequent step-rate pumping test.

Task 2.2: Well Testing

This task outlines the field activities related to well testing, including the step-rate and constant-rate pumping testing and recovery for the new well, as well as the final well video and plumbness and alignment surveys.

Step-Rate Pumping Test

The step-rate pumping test will consist of up to five (5) different pumping rates (steps), each approximately 2 hours in duration. LRE will record static and pumping water-level measurements using a pressure transducer and manual sounder readings. LRE will monitor the discharge (from a hose-bib provided by the pump contractor) for water-quality field parameters, including sand content.

Constant-Rate Aquifer Test and Recovery

Once water-level recovery of 95% or greater has occurred following the step-rate pumping test, a constant-rate aquifer test of approximately 24 hours will be conducted. During the constant-rate aquifer test, LRE will collect water-level measurements using a pressure transducer and manual sounder. The optimum pumping rate of the well will be determined during the step-rate pumping

test. LRE will coordinate with the pump contractor to maintain the constant pumping rate throughout the test with no interruptions.

After the cessation of constant-rate pumping of the well, LRE will conduct a water-level recovery test for a period of 24 hours using the pressure transducer and data-logger. LRE will remain on-site for approximately four (4) hours after pump shutdown to measure water levels with the manual sounder and to ensure the pressure transducer data-logger is working properly. LRE will tabulate the water-level measurements and water-quality field parameters of the discharge water.

New Source Sampling

The replacement well will be installed as a new public supply well and therefore will require New Source Approval through the Maricopa County Environmental Services (MCES) before the well can be put into service. Near the end of the constant-rate pumping test, LRE will collect a composite water sample set from the well discharge at the land surface. The sample set will be submitted to an Arizona Department of Health Services-certified laboratory for Safe Drinking Water Act Phase II/Phase V (New Source Approval) constituents. The sample will additionally be analyzed for constituents required for evaluation of water treatment including the following; Arsenic III & Arsenic V, Iron (Fe), Manganese (Mn), Vanadium (V), Silica (Si), Sulfide (S_2-), phosphate (PO_4^{3-}) and Total Organic Carbon (TOC). The analytical laboratory will be retained by LRE and laboratory costs are included in the fee estimate.

LRE assumes that GHD will directly submit the fee and application package (including the necessary well-site engineering documents for the completed and equipped well) to MCES and has not included costs for the preparation of the Approval to Construct application or the required fee in this Scope of Services.

Well Video and Plumbness and Alignment Survey

LRE will observe and document the completion of the plumbness and alignment surveys (gyroscopic survey) and the well video survey. LRE assumes these tasks will be conducted over a period of 10 hours. The geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for the subcontracted services are not included in the Fee Estimate.

Task 2.3: Data Analysis and Well Completion Reporting

This task series outlines the data analysis and reporting activities related to the well drilling, installation, and well testing the new well.

Data Analysis

LRE staff will compile and analyze data collected as part of well installation and testing activities. These data are anticipated to include:

- Daily field logs;
- Lithological logs;
- Geophysical logs;
- Zonal sample analytical data;
- Falling head test data and predicted well yield;
- Well development information;
- Aquifer testing data; and
- Field water-quality measurements.

These data will be organized and presented in the form of tables, figures, and graphs. Aquifer test data will be analyzed to estimate aquifer properties in the vicinity of the well. Copies of field data, video survey, geophysical logs, and analytical test reports will be provided to GHD in the Well Completion Report.

Well Completion Report

LRE will prepare one Well Completion Report summarizing all work conducted during the installation and testing of the new well. The Well Completion Report will include any documentation collected during the well drilling and construction process including, but not limited to: field notes, pipe tallies, grout records, penetration rate logs, geophysical logs, the lithologic log, zonal groundwater sample results, falling head test results, aquifer test results, the final plumbness and alignment analysis, the final video log, and the analytical results of water-quality samples that were collected. The Well Completion Report will present recommendations for the optimum pumping rate and pump setting based on these analyses, along with a detailed As-Built drawing of the new well.

The deliverables will include one electronic draft copy (in PDF format), and one final hard copy of the Well Completion Report. LRE will also provide one electronic copy (in PDF format) of the final Well Completion Report.

III. ASSUMPTIONS

LRE has assumed the following in developing the proposed Scope of Services and Fee Estimate:

- The Scope of Services does not include system hydraulic modeling, development of hydraulic modeling scenarios, and numerical groundwater modeling analyses.
- All data needed are readily available either from GHD, Glendale or public agencies.
- LRE will conduct a site visit to confirm and observe/inspect the proposed new well site.
- Other than site visits and construction oversight, no additional field data collection efforts will be required during this of the project. If additional field data collection is requested, LRE will prepare an additional cost estimate for GHD review and contract amendment.

- LRE will coordinate one kick-off meeting, progress meetings, and an executive briefing. Meetings will be one hour in length and held at Glendale offices or via teleconference.
- The drilling contractor will furnish, install, and operate all equipment and materials necessary to drill, construct, develop, and test the new well.
- The pump contractor will provide equipment and staff for pump operation, flow rate monitoring, and sand testing for the 10-hour step-discharge tests and 24-hour constant-rate pumping tests.
- LRE will not subcontract or provide oversight to the site clearing, grading, or demolition contractor for site preparation work.
- The analytical laboratory will be retained by LRE and laboratory costs are included in the Fee Estimate.
- The zonal samples will require a rushed turn-around time; all other analytical samples were be submitted for a standard turn-around which typically ranges from 7 to 28 business days.
- For sieve analysis of pilot borehole cuttings, LRE will subcontract a geotechnical laboratory and costs for their services are included in the Fee Estimate.
- LRE will not prepare or submit the Approval to Construct application package (including the necessary well-site engineering documents for the completed and equipped well) and therefore, has not included these costs in the Fee Estimate.
- Costs for each Task are estimated as accurately as possible given LRE's current knowledge of the project. However, should the need arise, the LRE project manager can move funds between tasks.

These assumptions are subject to change based on the site-specific conditions encountered, information gained during testing, and specific requests from the Project Team. However, LRE will not deviate from these assumptions without written authorization from the team.

IV. FEE ESTIMATE

The estimated fee to complete this Scope of Services is presented in Attachment 1. The project will be billed on a Time and Materials basis for LRE labor and expenses.

V. SCHEDULE

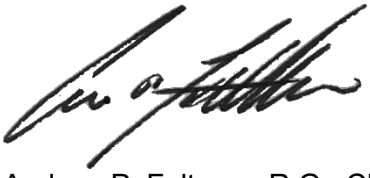
We can begin the proposed services as soon as we receive authorization to proceed. LRE will work with the project team to determine an appropriate schedule that meets GHD’s needs. Below is an approximate project schedule:

- Well Drilling, Installation and Testing: 60 days from mobilization of drilling contractor
- Well Completion Reporting: 6 weeks from completion of well testing and sample collection, pending receipt of sample results

LRE appreciates the opportunity to provide support to GHD for this important project. If you have any questions, please contact Andrew Feltman at (251) 591-5251.

Sincerely,

LRE WATER



Andrew P. Feltman, R.G., CPG

Water Resources Department Manager

ATTACHMENT 1: FEE ESTIMATE

Task	Task Name	Labor Hours	Labor Cost	Expense Cost	Sub-Contractor Cost	Total Cost
1	Project Managment & Coordination					
1.1	Project Meetings, Coordination, Contract Adminstration	52.00	$ 13,580.00			$ 13,580.00
1.2	QA/QC	26.00	$ 6,790.00			$ 6,790.00
1.3	Health and Safety	8.00	$ 1,240.00			$ 1,240.00
2	COG-54 Drilling, Construction, Testing Oversight					
2.1	Drilling and Installation Oversight	350.00	$ 56,600.00	$ 1,782.00	$ 6,600.00	$ 64,982.00
2.2	Well Testing	116.00	$ 19,840.00	$ 1,024.38	$ 4,510.00	$ 25,374.38
2.3	Data Analysis and Completion Report	142.00	$ 23,230.00			$ 23,230.00
		694.00	**$ 121,280.00**	**$ 2,806.38**	**$ 11,110.00**	**$ 135,196.38**

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed $477,767.

DETAILED PROJECT COMPENSATION

See attached.

Exhibit B – Fee Estimate

COG Well 54 Construction Support & Treatability Study
12623503

Description		Project Director	Project Manager	Project Engineer	Project Engineer	PFAS Technical Leader	Senior Scientist	Scientist	Lab Tech	Admin	Construction Manager	Inspector	Project Engineer	Total Hours	Labor Total	LRE	Subs Markup	Total Subcontractors	Mileage	RSSCT Consumables/ Shipping	Allowance	Disb. Markup	Disb. Fee	Total Disbursements	Estimated Project Total
		Bhaskar Kolluri	*Nicolas Gonzalez*	*Emily Henderson*	*Saul Guillen*	*Zhiyong Xia*	*Sophia Dore*	*Done Pope*	*Alex Cox*	*Elizabeth Woods*	*Brian Loney*	*Logan Smith*	*Michael Larson*												
		$350	$295	$195	$175	$375	$325	$225	$210	$120	$295	$150	$210												
Task1	***Project Administration***	***16***	***38***	***20***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***74***	***$20,710***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$1,243***	***$1,243***	***$21,953***
Subtask 1.1	Project Management	6	18	0	0	0	0	0	0	0	0	0	0	24	$7,410	$0	$0	$0	$0	$0	$0	$0	$445	$445	$7,855
Subtask 1.2	Progress Meetings	10	20	20	0	0	0	0	0	0	0	0	0	50	$13,300	$0	$0	$0	$0	$0	$0	$0	$798	$798	$14,098
Task2	***Site Preparation Support***	***2***	***13***	***13***	***10***	***0***	***0***	***0***	***0***	***0***	***10***	***30***	***0***	***78***	***$16,270***	***$0***	***$0***	***$0***	***$420***	***$0***	***$0***	***$63***	***$976***	***$1,459***	***$17,729***
Subtask 2.1	Construction Meetings	2	8	8	0	0	0	0	0	0	10	30	0	58	$12,070	$0	$0	$0	$420	$0	$0	$63	$724	$1,207	$13,277
Subtask 2.2	Submittal Reviews and Requests for Information (RFIs)	0	5	5	10	0	0	0	0	0	0	0	0	20	$4,200	$0	$0	$0	$0	$0	$0	$0	$252	$252	$4,452
Task3	***Well Drilling Support***	***2***	***16***	***28***	***10***	***0***	***0***	***0***	***0***	***0***	***10***	***30***	***10***	***106***	***$22,180***	***$135,196***	***$6,760***	***$141,956***	***$420***	***$0***	***$0***	***$63***	***$1,331***	***$1,814***	***$165,950***
Subtask 3.1	Construction Meetings	2	8	8	0	0	0	0	0	0	10	30	0	58	$12,070	$0	$0	$0	$420	$0	$0	$63	$724	$1,207	$13,277
Subtask 3.2	Subcontractor Support	0	8	20	10	0	0	0	0	0	0	0	10	48	$10,110	$135,196	$6,760	$141,956	$0	$0	$0	$0	$607	$607	$152,673
Task4	***Treatability Study***	***4***	***6***	***36***	***48***	***8***	***18***	***30***	***28***	***5***	***0***	***0***	***0***	***183***	***$40,670***	***$0***	***$0***	***$0***	***$0***	***$3,500***	***$0***	***$525***	***$2,440***	***$6,465***	***$47,135***
Subtask 4.1	Treatability Study Testing Procedure	2	2	12	20	4	0	0	0	0	0	0	0	40	$8,630	$0	$0	$0	$0	$0	$0	$0	$518	$518	$9,148
Subtask 4.2	Sample Collection, Bench-Scale Testing, and Lab Analysis	0	0	4	4	0	18	30	28	5	0	0	0	89	$20,560	$0	$0	$0	$0	$3,500	$0	$525	$1,234	$5,259	$25,819
Subtask 4.3	Lifecycle Cost Analysis (LCA)	2	4	20	24	4	0	0	0	0	0	0	0	54	$11,480	$0	$0	$0	$0	$0	$0	$0	$689	$689	$12,169
Task5		***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$225,000***	***$0***	***$0***	***$225,000***	***$225,000***
Subtask 5.1	Owner's allowance	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$225,000	$0	$0	$225,000	$225,000
	Total Labor Hours	***24***	***73***	***97***	***68***	***8***	***18***	***30***	***28***	***5***	***20***	***60***	***10***												
	Estimated Project Total	**$8,400**	**$21,535**	**$18,915**	**$11,900**	**$3,000**	**$5,850**	**$6,750**	**$5,880**	**$600**	**$5,900**	**$9,000**	**$2,100**	**441**	**$99,830**	**$135,196**	**$6,760**	**$141,956**	**$840**	**$3,500**	**$225,000**	**$651**	**$5,990**	**$235,981**	**$477,767**

AGENDA ITEM: 14.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEONARD RICE CONSULTING WATER ENGINEERS, INC., DBA LRE WATER, FOR HYDROGEOLOGY SERVICES FOR CITY OF GLENDALE WELLS COG-52 AND COG-53
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Leonard Rice Consulting Water Engineers, Inc., dba LRE Water (LRE) for hydrogeology, construction administration and testing oversight services for wells COG-52 and COG-53 in an amount not to exceed $267,670.27. Engineering and Water Services staff recommend approving and entering into a professional services agreement with LRE Water.

Background

The City's potable water facilities include three (3) surface treatment plants, one (1) groundwater treatment plant, six (6) active city wells, eight (8) Salt River Project (SRP) wells, and seven (7) water storage reservoirs. The City's Groundwater Well Management Program ensures the city has water supply resiliency, redundancy, and long-term sustainability, and identify and prioritize new or replacement well sites.

The Integrated Water Master Plan recommends construction of additional wells or rehabilitation of existing wells in Zone 3. Engineering and Water Services staff have reviewed the potential locations and identified COG-52 (Mayo Clinic) and COG-53 (67/Behrend) for development of new well water sources.

Analysis

The Engineering and Water Services Departments selected LRE from the Engineering On-Call Consultants list. This professional services agreement includes hydrogeology, construction administration and testing oversight services for new wells COG-52 and COG-53. Future council action is anticipated for well construction.

Community Benefit/Public Involvement

This project will help ensure long-term water supply resiliency, redundancy, and sustainability for the City's residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$267,670.27
Budgeted Y/N?:	Y
Account:	60304527-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2026-27 Water Services Capital Improvement Plan, Project #CIPWA19022 – Groundwater Wells. Expenditures are not to exceed $267,670.27 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with LRE Water

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

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C

PROFESSIONAL SERVICES AGREEMENT
WELLS 52 AND 53 WELL DESIGN AND CONSTRUCTION OVERSIGHT
CITY OF GLENDALE PROJECT #252630

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Leonard Rice Consulting Water Engineers, Inc. dba LRE Water, a Colorado corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 23rd day of June, 2026 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");

B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and

C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.

(2) Consultant will remain fully responsible for Subcontractor's Services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").

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b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.

c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation.

4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed $270,670.26 as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.

a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage,

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courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the City will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

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b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

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

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

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

a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **$2,000,000** for each claim and a **$4,000,000** annual aggregate limit.

d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW and/or Services.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

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

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

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Services as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to the SOW and/or Services, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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

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

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

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

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

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal

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right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant 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 Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

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).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

Jeff Chipman
Leonard Rice Consulting Water Engineers, Inc. dba LRE Water
7878 North 16th Sreet, Suite 380
Phoenix, Arizona 85020

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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 Martin A. Soma PE
Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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 SOW or Services.

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

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

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and responsibility of a Party, will survive completion of the SOW, 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. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

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 reformed to conform with 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 two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. 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 extensions, 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	Scope of Work
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

Leonard Rice Consulting Water Engineers, Inc.
dba LRE Water,
a Colorado corporation

Signed by:
Lauren Handley
674E723D2FCA4AD...

By: Lauren Handley
Its: Central Division Director

June 5, 2026

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EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

See attached.

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COG-52 Well Design, Construction, and Testing Oversight

Task Series 1.0: COG-52 Project Management and Coordination

This task series involves activities related to project management, health and safety, client meetings, and quality management.

Task 1.1: Project Meetings, Coordination, and Contracts Administration

LRE will coordinate a kick-off meeting, monthly progress meetings, and an Executive Briefing with the Glendale Project Team. The meetings are assumed to be one hour in length and held via teleconference or at the Glendale offices. LRE will coordinate with the team and Glendale's project manager to assist in the preparation of the agenda, presentation materials, and meeting summaries, as needed.

LRE will adhere to contractual requirements in the agreement with Glendale. LRE will submit monthly invoices and progress reports that provide a summary of billing period activities, progress to date, and budget versus plan.

Task 1.2: Quality Assurance/Quality Control

A Senior Hydrogeologist will be assigned as a QA/QC Manager for the duration of the project and will be responsible for the quality control and assurance throughout the execution of the project tasks, alongside the Project Manager. The QA/QC Manager will review all documents and calculations prior to submission to the Project Team and the regulatory agency.

Task 1.3: Health and Safety

LRE will prepare a site-specific Health and Safety Plan (HASP). Our plan describes the necessary health and safety protocol around the drill rig and pump equipment for field and subcontractor personnel for the duration of the project. The HASP will be made available to the Project Team for review and compliance. An LRE field site safety officer will be assigned to the project to ensure all safety protocols are being properly followed throughout the duration LRE's time on site

Task Series 2.0: COG-52 Design, Bid Support, and Permitting

This task series includes the finalization of a drilling technical specification based on a conceptual well design and bid services support for selection of the well drilling contractor.

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Task 2.1: Design and Technical Specifications

LRE Water will prepare a drilling technical specification document for the new well installation and testing. The specification will be consistent with City's standards and guidelines and will detail the requirements for drilling, well construction materials, construction methods, well development, and testing. LRE Water will provide an electronic draft copy of the technical specifications to the Project Team for review and comment. LRE Water will provide an electronic copy of the final, stamped technical specifications to the Project Team for use in the Drilling/Pump Contractor bidding process.

Task 2.2: Bid Support and Permitting

LRE will provide bid services in support of selecting a drilling contractor for well installation and testing. LRE will assist Glendale with compiling the request for bid documents for submittal to a list of Glendale-approved drilling contractors. LRE will attend a pre-bid meeting and site walk with the prospective drilling contractors prior to bid submittal and will prepare any required response to address RFIs that are submitted regarding the Drilling Technical Specifications. LRE will assist the Project Team with the evaluation and tabulation of the submitted contractor bids, and determine the lowest responsive and responsible bidder, which will be recommended to the Project Team for concurrence and approval.

The ADWR and will require a Notice of Intent (NOI) to Drill a Well application prior to drilling at the COG-52 site. COG-52 will be permitted as a replacement well to the existing AR-18 well. LRE will prepare and submit the application on behalf of Glendale. Permit fees are included in the Fee Estimate.

Task Series 3.0: COG-52 Construction and Testing

This task series contains the hydrogeologic consulting services for the permitting, design, installation oversight, and testing of a new well Glendale's Arrowhead service area.

Task 3.1: Drilling and Installation Oversight

This task outlines the field activities and construction administrative services associated with borehole drilling, field data collection and analysis, well design, well installation, and well testing.

Surface Casing Installation and Pilot Borehole Drilling and Analysis
LRE will provide inspection services during the drilling of the pilot borehole for lithological logging, drilling fluid inspections, and to confirm driller adherence to the Drilling Technical Specifications. While on-site, LRE will analyze the drilled cuttings, collected at 10-foot intervals by the drilling contractor, and prepare a descriptive lithologic log of the cuttings material. A sample of the drilled cuttings from each 10-foot interval will be placed in chip trays, which will be provided to Glendale

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for archival purposes. This Scope of Services assumes a pilot borehole depth of up to 1,200 feet will be drilled over a 9-day period.

Drilled cuttings from selected intervals of the borehole (up to five intervals) will be submitted for sieve analysis by a geotechnical laboratory with a rush turn-around time requested. The sieve analysis results will be used to determine the appropriate well screen slot size and filter pack size necessary to prevent sand invasion and maximize flow while the well is in use. LRE will subcontract geotechnical laboratory services and costs for their services are included in the Fee Estimate.

Geophysical Logging

After the pilot borehole is drilled to the total depth, downhole geophysical logging will be conducted to provide additional subsurface hydrologic and geologic information. The information collected from the borehole geophysics is important to understanding the local geology and hydrogeology, and will aid in the final well design. It will be the responsibility of the drilling contractor to subcontract the geophysical logger for the pilot borehole logging according to the Drilling Technical Specifications. LRE will provide all analysis and presentation of geophysical data collected in the pilot borehole.

The geophysical logging suite provided by the drilling contractor's subcontractor will include:

- Caliper log for pilot boring;
- Electric log (resistivity and spontaneous potential);
- Natural gamma ray log;
- Guard log;
- Nuclear Magnetic Resonance;
- Sonic (acoustic) log; and
- Magnetic deviation log of the pilot borehole.

The reamed borehole will also be logged with a magnetic deviation survey and final caliper log. These logs will also be provided by the drilling contractor.

Depth-Specific (Zonal) Groundwater Sampling, Testing, and Analysis

After the completion of geophysical logging, LRE will select up to seven (8) discrete intervals for collection of depth-specific (zonal) groundwater samples. These depth-specific samples will be collected using the temporary well method. With this method, the drilling contractor constructs temporary gravel-enveloped wells, typically with 20-foot perforated intervals. Each sample interval will be isolated in the borehole with an upper and lower bentonite seal, which enables LRE to obtain discrete groundwater samples from the intervals of interest.

Each temporary well will be air-lifted and/or pumped for a 12-hour period, and the discharge will be monitored to ensure the drilling fluid and construction water have been purged from the zone, such that only representative formation water is being produced for sampling. LRE personnel will

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monitor the field parameters (i.e., temperature, electrical conductivity, pH, and sand content) of the pumped discharge water for approximately two (2) hours prior to sample collection. The field parameters will be monitored using a calibrated multi-parameter meter to ensure that a representative groundwater sample is obtained. After approximately 12 hours of purging each zone and the stabilization of field parameters has occurred, LRE will collect a water quality sample. The zonal groundwater samples will enable LRE to prepare a final design for the well.

LRE staff will collect the zonal samples and will deliver them to a certified analytical laboratory for analysis. A duplicate zonal sample will also be collected and will be provided to the same analytical laboratory and labeled as a "blind" sample, for QA/QC purposes. Up to nine (9) samples will be analyzed for nitrate, fluoride, chromium, arsenic, and total dissolved solids. The water samples will also be analyzed for the common anions and cations which will enable LRE to conduct an ion balance for QA/QC purposes. The samples will be submitted to the laboratory under chain-of-custody for rush turn-around. The analytical laboratory will be retained by LRE and laboratory costs are included in the Fee Estimate.

After the zonal sample has been collected at each interval, the air compressor or pump will be shut down and the water level will be monitored. Once the water level has stabilized, a falling head ("slug") test will be conducted to estimate the hydraulic conductivity of the interval. The slug tests will be performed using a pressure transducer installed into the drill pipe, which extends inside the borehole below the static water level. The pressure transducer will be connected to a computer to allow the LRE hydrogeologist to monitor water-level data instantly. The pressure transducer data logger will be capable of recording water-level measurements rapidly (approximately one water-level reading per second). Up to 10 gallons of water will be poured into the well and the change in water level will be monitored and recorded. Up to three slug tests will be performed at each zone to gain a more accurate hydraulic conductivity representation. It is assumed that each slug test can be conducted within two (2) hours. If the hydraulic conductivity of any zone/interval is inadequate for the water table to return to its static level within one (1) hour after shutting off the sampling pump, the team will be contacted to discuss the costs versus the value of the specific data collection, to avoid excessive costs related to drilling rig standby time.

Well Design, Borehole Ream, Caliper Logging, Materials Check

After the completion of zonal groundwater sampling operations and receipt of the analytical reports and hydraulic conductivity results, LRE will meet with the Project Team to finalize the well design. Evaluation of all the data collected up to this point will be considered for well design, including zonal samples and slug test data with production and water quality estimated at depth, lithologic log of drilled cuttings, and geophysical logs. Once the final design has been determined and approved, it will be provided to the drilling contractor. At this time, the borehole will be cleaned out and/or reamed to its final depth and diameter. During the reaming of the pilot borehole, LRE personnel will not provide inspection services for the reaming operations but will remain on-call in the event that unanticipated conditions or problems arise.

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After completion of borehole reaming, a final caliper log survey and magnetic deviation survey will be conducted. A geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for this service are not included in the Fee Estimate.

Once the drilling contractor has received the delivery of well construction materials listed in the technical specification and/or the final well design, LRE staff will perform a comprehensive materials check at the well site. LRE will confirm the materials are the same as specified and will notify the team immediately if any deviations from the technical specification and/or final well design are identified.

Well Installation

LRE will provide inspection services during well construction on a continuous basis (24-hours per day) to ensure adherence to the materials, methods, and technical standards that have been specified. It is estimated that the well construction will take place over a 5-day period. Continuous inspection of the casing, screen, and annular material installation will ensure that the well installation is conducted in compliance with the materials and construction standards that have been specified in the final well design and/or technical specifications. LRE personnel will document the construction materials, installation techniques, and well development techniques via pipe tallies, cement grout records and receipts, development records/forms, etc. Samples of the filter pack material and cement grout will be collected to document conformance with the project specifications, and information obtained will be used to prepare a detailed As-Built diagram of the well for inclusion in the Well Completion Report (Task 2.3).

Well Development

LRE will provide inspection services during the airlift development phase (7 days, typically 8-10 hours per day) and pump and surge development phase (12 hrs.) to ensure that well development is conducted in compliance (measure general parameters, turbidity, and sand content) with the specified standards and in a manner consistent with local aquifer conditions. In addition to working to achieve clear, sand-free water during pump and surge development, LRE will track discharge rates and water level drawdown to plan the subsequent step-rate pumping test.

Task 3.2: Well Testing

This task outlines the field activities related to well testing, including the step-rate and constant-rate pumping testing and recovery for the new well, as well as the final well video and plumbness and alignment surveys.

Step-Rate Pumping Test

The step-rate pumping test will consist of up to five (5) different pumping rates (steps), each approximately 2 hours in duration. LRE will record static and pumping water-level measurements using a pressure transducer and manual sounder readings. LRE will monitor the discharge (from

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a hose-bib provided by the pump contractor) for water-quality field parameters, including sand content.

Constant-Rate Aquifer Test and Recovery

Once water-level recovery of 95% or greater has occurred following the step-rate pumping test, a constant-rate aquifer test of approximately 24 hours will be conducted. During the constant-rate aquifer test, LRE will collect water-level measurements using a pressure transducer and manual sounder. The optimum pumping rate of the well will be determined during the step-rate pumping test. LRE will coordinate with the pump contractor to maintain the constant pumping rate throughout the test with no interruptions.

After the cessation of constant-rate pumping of the well, LRE will conduct a water-level recovery test for a period of 24 hours using the pressure transducer and data-logger. LRE will remain on-site for approximately four (4) hours after pump shutdown to measure water levels with the manual sounder and to ensure the pressure transducer data-logger is working properly. LRE will tabulate the water-level measurements and water-quality field parameters of the discharge water.

New Source Sampling

The replacement well will be installed as a new public supply well and therefore will require New Source Approval through the Maricopa County Environmental Services (MCES) before the well can be put into service. Near the end of the constant-rate pumping test, LRE will collect a composite water sample set from the well discharge at the land surface. The sample set will be submitted to an Arizona Department of Health Services-certified laboratory for Safe Drinking Water Act Phase II/Phase V (New Source Approval) constituents. The sample will additionally be analyzed for constituents required for evaluation of water treatment including the following; Arsenic III & Arsenic V, Iron (Fe), Manganese (Mn), Vanadium (V), Silica (Si), Sulfide (S_2−), phosphate (PO_4^{3-}) and Total Organic Carbon (TOC). The analytical laboratory will be retained by LRE and laboratory costs are included in the fee estimate.

LRE assumes that Glendale (or it's engineering consultant) will directly submit the fee and application package (including the necessary well-site engineering documents for the completed and equipped well) to MCES and has not included costs for the preparation of the Approval to Construct application or the required fee in this Scope of Services.

Well Video and Plumbness and Alignment Survey

LRE will observe and document the completion of the plumbness and alignment surveys (gyroscopic survey) and the well video survey. LRE assumes these tasks will be conducted over a period of 10 hours. The geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for the subcontracted services are not included in the Fee Estimate.

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Task 3.3: Data Analysis and Well Completion Reporting

This task series outlines the data analysis and reporting activities related to the well drilling, installation, and well testing the new well.

Data Analysis
LRE staff will compile and analyze data collected as part of well installation and testing activities. These data are anticipated to include:

- Daily field logs;
- Lithological logs;
- Geophysical logs;
- Zonal sample analytical data;
- Falling head test data and predicted well yield;
- Well development information;
- Aquifer testing data; and
- Field water-quality measurements.

These data will be organized and presented in the form of tables, figures, and graphs. Aquifer test data will be analyzed to estimate aquifer properties in the vicinity of the well. Copies of field data, video survey, geophysical logs, and analytical test reports will be provided to Glendale in the Well Completion Report.

Well Completion Report
LRE will prepare one Well Completion Report summarizing all work conducted during the installation and testing of the new well. The Well Completion Report will include any documentation collected during the well drilling and construction process including, but not limited to: field notes, pipe tallies, grout records, penetration rate logs, geophysical logs, the lithologic log, zonal groundwater sample results, falling head test results, aquifer test results, the final plumbness and alignment analysis, the final video log, and the analytical results of water-quality samples that were collected. The Well Completion Report will present recommendations for the optimum pumping rate and pump setting based on these analyses, along with a detailed As-Built drawing of the new well.

The deliverables will include on electronic draft copy (in PDF format), and one final hard copy of the Well Completion Report. LRE will also provide one electronic copy (in PDF format) of the final Well Completion Report.

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COG-53 Well Construction and Testing Oversight

Task Series 1.0: COG-53 Project Management and Coordination

This task series involves activities related to project management, health and safety, client meetings, and quality management.

Task 1.1: Project Meetings, Coordination, and Contracts Administration

LRE will coordinate a kick-off meeting, monthly progress meetings, and an Executive Briefing with the Glendale Project Team. The meetings are assumed to be one hour in length and held via teleconference or at the Glendale offices. LRE will coordinate with the team and Glendale's project manager to assist in the preparation of the agenda, presentation materials, and meeting summaries, as needed.

LRE will adhere to contractual requirements in the agreement with Glendale. LRE will submit monthly invoices and progress reports that provide a summary of billing period activities, progress to date, and budget versus plan.

Task 1.2: Quality Assurance/Quality Control

A Senior Hydrogeologist will be assigned as a QA/QC Manager for the duration of the project and will be responsible for the quality control and assurance throughout the execution of the project tasks, alongside the Project Manager. The QA/QC Manager will review all documents and calculations prior to submission to the Project Team and the regulatory agency.

Task 1.3: Health and Safety

LRE will prepare a site-specific Health and Safety Plan (HASP). Our plan describes the necessary health and safety protocol around the drill rig and pump equipment for field and subcontractor personnel for the duration of the project. The HASP will be made available to the Project Team for review and compliance. An LRE field site safety officer will be assigned to the project to ensure all safety protocols are being properly followed throughout the duration LRE's time on site

Task Series 2.0: COG-53 Construction and Testing

This task series contains the hydrogeologic consulting services for the permitting, design, installation oversight, and testing of a new well Glendale's Arrowhead service area.

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Task 2.1: Drilling and Installation Oversight

This task outlines the field activities and construction administrative services associated with borehole drilling, field data collection and analysis, well design, well installation, and well testing.

Surface Casing Installation and Pilot Borehole Drilling and Analysis
LRE will provide inspection services during the drilling of the pilot borehole for lithological logging, drilling fluid inspections, and to confirm driller adherence to the Drilling Technical Specifications. While on-site, LRE will analyze the drilled cuttings, collected at 10-foot intervals by the drilling contractor, and prepare a descriptive lithologic log of the cuttings material. A sample of the drilled cuttings from each 10-foot interval will be placed in chip trays, which will be provided to Glendale for archival purposes. This Scope of Services assumes a pilot borehole depth of up to 1,200 feet will be drilled over a 9-day period.

Drilled cuttings from selected intervals of the borehole (up to five intervals) will be submitted for sieve analysis by a geotechnical laboratory with a rush turn-around time requested. The sieve analysis results will be used to determine the appropriate well screen slot size and filter pack size necessary to prevent sand invasion and maximize flow while the well is in use. LRE will subcontract geotechnical laboratory services and costs for their services are included in the Fee Estimate.

Geophysical Logging
After the pilot borehole is drilled to the total depth, downhole geophysical logging will be conducted to provide additional subsurface hydrologic and geologic information. The information collected from the borehole geophysics is important to understanding the local geology and hydrogeology, and will aid in the final well design. It will be the responsibility of the drilling contractor to subcontract the geophysical logger for the pilot borehole logging according to the Drilling Technical Specifications. LRE will provide all analysis and presentation of geophysical data collected in the pilot borehole.

The geophysical logging suite provided by the drilling contractor's subcontractor will include:

- Caliper log for pilot boring;
- Electric log (resistivity and spontaneous potential);
- Natural gamma ray log;
- Guard log;
- Nuclear Magnetic Resonance;
- Sonic (acoustic) log; and
- Magnetic deviation log of the pilot borehole.

The reamed borehole will also be logged with a magnetic deviation survey and final caliper log. These logs will also be provided by the drilling contractor.

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Depth-Specific (Zonal) Groundwater Sampling, Testing, and Analysis

After the completion of geophysical logging, LRE will select up to seven (8) discrete intervals for collection of depth-specific (zonal) groundwater samples. These depth-specific samples will be collected using the temporary well method. With this method, the drilling contractor constructs temporary gravel-enveloped wells, typically with 20-foot perforated intervals. Each sample interval will be isolated in the borehole with an upper and lower bentonite seal, which enables LRE to obtain discrete groundwater samples from the intervals of interest.

Each temporary well will be air-lifted and/or pumped for a 12-hour period, and the discharge will be monitored to ensure the drilling fluid and construction water have been purged from the zone, such that only representative formation water is being produced for sampling. LRE personnel will monitor the field parameters (i.e., temperature, electrical conductivity, pH, and sand content) of the pumped discharge water for approximately two (2) hours prior to sample collection. The field parameters will be monitored using a calibrated multi-parameter meter to ensure that a representative groundwater sample is obtained. After approximately 12 hours of purging each zone and the stabilization of field parameters has occurred, LRE will collect a water quality sample. The zonal groundwater samples will enable LRE to prepare a final design for the well.

LRE staff will collect the zonal samples and will deliver them to a certified analytical laboratory for analysis. A duplicate zonal sample will also be collected and will be provided to the same analytical laboratory and labeled as a “blind” sample, for QA/QC purposes. Up to nine (9) samples will be analyzed for nitrate, fluoride, chromium, arsenic, and total dissolved solids. The water samples will also be analyzed for the common anions and cations which will enable LRE to conduct an ion balance for QA/QC purposes. The samples will be submitted to the laboratory under chain-of-custody for rush turn-around. The analytical laboratory will be retained by LRE and laboratory costs are included in the Fee Estimate.

After the zonal sample has been collected at each interval, the air compressor or pump will be shut down and the water level will be monitored. Once the water level has stabilized, a falling head (“slug”) test will be conducted to estimate the hydraulic conductivity of the interval. The slug tests will be performed using a pressure transducer installed into the drill pipe, which extends inside the borehole below the static water level. The pressure transducer will be connected to a computer to allow the LRE hydrogeologist to monitor water-level data instantly. The pressure transducer data logger will be capable of recording water-level measurements rapidly (approximately one water-level reading per second). Up to 10 gallons of water will be poured into the well and the change in water level will be monitored and recorded. Up to three slug tests will be performed at each zone to gain a more accurate hydraulic conductivity representation. It is assumed that each slug test can be conducted within two (2) hours. If the hydraulic conductivity of any zone/interval is inadequate for the water table to return to its static level within one (1) hour after shutting off the sampling pump, the team will be contacted to discuss the costs versus the value of the specific data collection, to avoid excessive costs related to drilling rig standby time.

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Well Design, Borehole Ream, Caliper Logging, Materials Check

After the completion of zonal groundwater sampling operations and receipt of the analytical reports and hydraulic conductivity results, LRE will meet with the Project Team to finalize the well design. Evaluation of all the data collected up to this point will be considered for well design, including zonal samples and slug test data with production and water quality estimated at depth, lithologic log of drilled cuttings, and geophysical logs. Once the final design has been determined and approved, it will be provided to the drilling contractor. At this time, the borehole will be cleaned out and/or reamed to its final depth and diameter. During the reaming of the pilot borehole, LRE personnel will not provide inspection services for the reaming operations but will remain on-call in the event that unanticipated conditions or problems arise.

After completion of borehole reaming, a final caliper log survey and magnetic deviation survey will be conducted. A geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for this service are not included in the Fee Estimate.

Once the drilling contractor has received the delivery of well construction materials listed in the technical specification and/or the final well design, LRE staff will perform a comprehensive materials check at the well site. LRE will confirm the materials are the same as specified and will notify the team immediately if any deviations from the technical specification and/or final well design are identified.

Well Installation

LRE will provide inspection services during well construction on a continuous basis (24-hours per day) to ensure adherence to the materials, methods, and technical standards that have been specified. It is estimated that the well construction will take place over a 5-day period. Continuous inspection of the casing, screen, and annular material installation will ensure that the well installation is conducted in compliance with the materials and construction standards that have been specified in the final well design and/or technical specifications. LRE personnel will document the construction materials, installation techniques, and well development techniques via pipe tallies, cement grout records and receipts, development records/forms, etc. Samples of the filter pack material and cement grout will be collected to document conformance with the project specifications, and information obtained will be used to prepare a detailed As-Built diagram of the well for inclusion in the Well Completion Report (Task 2.3).

Well Development

LRE will provide inspection services during the airlift development phase (7 days, typically 8-10 hours per day) and pump and surge development phase (12 hrs.) to ensure that well development is conducted in compliance (measure general parameters, turbidity, and sand content) with the specified standards and in a manner consistent with local aquifer conditions. In addition to working to achieve clear, sand-free water during pump and surge development, LRE will track discharge rates and water level drawdown to plan the subsequent step-rate pumping test.

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Task 2.2: Well Testing

This task outlines the field activities related to well testing, including the step-rate and constant-rate pumping testing and recovery for the new well, as well as the final well video and plumbness and alignment surveys.

Step-Rate Pumping Test
The step-rate pumping test will consist of up to five (5) different pumping rates (steps), each approximately 2 hours in duration. LRE will record static and pumping water-level measurements using a pressure transducer and manual sounder readings. LRE will monitor the discharge (from a hose-bib provided by the pump contractor) for water-quality field parameters, including sand content.

Constant-Rate Aquifer Test and Recovery
Once water-level recovery of 95% or greater has occurred following the step-rate pumping test, a constant-rate aquifer test of approximately 24 hours will be conducted. During the constant-rate aquifer test, LRE will collect water-level measurements using a pressure transducer and manual sounder. The optimum pumping rate of the well will be determined during the step-rate pumping test. LRE will coordinate with the pump contractor to maintain the constant pumping rate throughout the test with no interruptions.

After the cessation of constant-rate pumping of the well, LRE will conduct a water-level recovery test for a period of 24 hours using the pressure transducer and data-logger. LRE will remain on-site for approximately four (4) hours after pump shutdown to measure water levels with the manual sounder and to ensure the pressure transducer data-logger is working properly. LRE will tabulate the water-level measurements and water-quality field parameters of the discharge water.

New Source Sampling
The replacement well will be installed as a new public supply well and therefore will require New Source Approval through the Maricopa County Environmental Services (MCES) before the well can be put into service. Near the end of the constant-rate pumping test, LRE will collect a composite water sample set from the well discharge at the land surface. The sample set will be submitted to an Arizona Department of Health Services-certified laboratory for Safe Drinking Water Act Phase II/Phase V (New Source Approval) constituents. The sample will additionally be analyzed for constituents required for evaluation of water treatment including the following; Arsenic III & Arsenic V, Iron (Fe), Manganese (Mn), Vanadium (V), Silica (Si), Sulfide (S_2^-), phosphate (PO_4^{3-}) and Total Organic Carbon (TOC). The analytical laboratory will be retained by LRE and laboratory costs are included in the fee estimate.

LRE assumes that Glendale (or it's engineering consultant) will directly submit the fee and application package (including the necessary well-site engineering documents for the completed

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and equipped well) to MCES and has not included costs for the preparation of the Approval to Construct application or the required fee in this Scope of Services.

Well Video and Plumbness and Alignment Survey
LRE will observe and document the completion of the plumbness and alignment surveys (gyroscopic survey) and the well video survey. LRE assumes these tasks will be conducted over a period of 10 hours. The geophysical logger will be subcontracted by the drilling contractor for this work and therefore, costs for the subcontracted services are not included in the Fee Estimate.

Task 2.3: Data Analysis and Well Completion Reporting

This task series outlines the data analysis and reporting activities related to the well drilling, installation, and well testing the new well.

Data Analysis
LRE staff will compile and analyze data collected as part of well installation and testing activities. These data are anticipated to include:

- Daily field logs;
- Lithological logs;
- Geophysical logs;
- Zonal sample analytical data;
- Falling head test data and predicted well yield;
- Well development information;
- Aquifer testing data; and
- Field water-quality measurements.

These data will be organized and presented in the form of tables, figures, and graphs. Aquifer test data will be analyzed to estimate aquifer properties in the vicinity of the well. Copies of field data, video survey, geophysical logs, and analytical test reports will be provided to Glendale in the Well Completion Report.

Well Completion Report
LRE will prepare one Well Completion Report summarizing all work conducted during the installation and testing of the new well. The Well Completion Report will include any documentation collected during the well drilling and construction process including, but not limited to: field notes, pipe tallies, grout records, penetration rate logs, geophysical logs, the lithologic log, zonal groundwater sample results, falling head test results, aquifer test results, the final plumbness and alignment analysis, the final video log, and the analytical results of water-quality samples that were collected. The Well Completion Report will present recommendations for the optimum pumping rate and pump setting based on these analyses, along with a detailed As-Built drawing of the new well.

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The deliverables will include on electronic draft copy (in PDF format), and one final hard copy of the Well Completion Report. LRE will also provide one electronic copy (in PDF format) of the final Well Completion Report.

III. ASSUMPTIONS

LRE has assumed the following in developing the proposed Scope of Services and Fee Estimate:

- The Scope of Services does not include system hydraulic modeling, development of hydraulic modeling scenarios, and numerical groundwater modeling analyses.
- All data needed are readily available either from Glendale or public agencies.
- LRE will conduct a site visit to confirm and observe/inspect the proposed new well sites.
- Other than site visits and construction oversight, no additional field data collection efforts will be required during this of the project. If additional field data collection is requested, LRE will utilize the Owner's Allowance and/or prepare an additional cost estimate for Glendale review and contract amendment.
- LRE will coordinate one kick-off meeting, progress meetings, and an executive briefing. Meetings will be one hour in length and held at Glendale offices or via teleconference.
- The drilling contractor will furnish, install, and operate all equipment and materials necessary to drill, construct, develop, and test the new well.
- The pump contractor will provide equipment and staff for pump operation, flow rate monitoring, and sand testing for the 10-hour step-discharge tests and 24-hour constant-rate pumping tests.
- LRE will not subcontract or provide oversight to the site clearing, grading, or demolition contractor for site preparation work.
- The analytical laboratory will be retained by LRE and laboratory costs are included in the Fee Estimate.
- The zonal samples will require a rushed turn-around time; all other analytical samples were be submitted for a standard turn-around which typically ranges from 7 to 28 business days.
- For sieve analysis of pilot borehole cuttings, LRE will subcontract a geotechnical laboratory and costs for their services are included in the Fee Estimate.
- LRE will not prepare or submit the Approval to Construct application package (including the necessary well-site engineering documents for the completed and equipped well) and therefore, has not included these costs in the Fee Estimate.
- Costs for each Task are estimated as accurately as possible given LRE's current knowledge of the project. However, should the need arise, the LRE project manager can move funds between tasks.

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These assumptions are subject to change based on the site-specific conditions encountered, information gained during testing, and specific requests from the Project Team. However, LRE will not deviate from these assumptions without written authorization from the team.

IV. FEE ESTIMATE

The estimated fee to complete this Scope of Services is presented in Attachment 1 for COG-52 and Attachment 2 for COG-53. The project will be billed on a Time and Materials basis for LRE labor and expenses.

V. SCHEDULE

We can begin the proposed services as soon as we receive authorization to proceed. LRE will work with the project team to determine an appropriate schedule that meets Glendale's needs. Below is an approximate project schedule:

- Well Drilling, Installation and Testing: 60 days from mobilization of drilling contractor
- Well Completion Reporting: 6 weeks from completion of well testing and sample collection, pending receipt of sample results

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EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed $270,670.26.

DETAILED PROJECT COMPENSATION

See attached.

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Attachment 1-COG-52

Task/ Sub Task	Task Name	Contract Year	Labor Hours	Labor Cost	Expense Cost	Sub-Contractor Cost	Total Cost
1	**Project Managment and Coordination**	2026					
1.1	Project Meetings, Coordination, and Contract Adminstration	2026	56.00	$ 12,440.00	$ 79.75		$ 12,519.75
1.2	QA/QC	2026	26.00	$ 5,690.00			$ 5,690.00
1.3	Health and Safety	2026	10.00	$ 1,610.00			$ 1,610.00
2	**Design, Bid Support and Permitting**	2026					
2.1	Design and Technical Specifications	2026	50.00	$ 8,170.00			$ 8,170.00
2.2	Bid Support and Permitting	2026	20.00	$ 3,670.00	$ 277.75		$ 3,947.75
3	**COG-52 Design and Construction**	2026					
3.1	Drilling and Installation Oversight	2026	390.00	$ 61,050.00	$ 1,782.00	$ 6,600.00	$ 69,432.00
3.2	Well Testing	2026	116.00	$ 18,740.00	$ 1,024.38	$ 4,510.00	$ 24,274.38
3.3	Data Analysis and Completion Report	2026	96.00	$ 15,790.00			$ 15,790.00
		2026					
		2026					
			764.00	**$ 127,160.00**	**$ 3,163.88**	**$ 11,110.00**	**$ 141,433.88**

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Attachment 2-COG-53

Task/ Sub Task	Task Name	Contract Year	Labor Hours	Labor Cost	Expense Cost	Sub-Contractor Cost	Total Cost
1	Project Managment and Coordination	2026					
1.1	Project Meetings, Coordination, and Contract Adminstration	2026	56.00	$ 12,440.00			$ 12,440.00
1.2	QA/QC	2026	26.00	$ 5,690.00			$ 5,690.00
1.3	Health and Safety	2026	10.00	$ 1,610.00			$ 1,610.00
2	COG-53 Drilling, Construction, and Testing Oversight	2026					
2.1	Drilling and Installation Oversight	2026	390.00	$ 61,050.00	$ 1,782.00	$ 6,600.00	$ 69,432.00
2.2	Well Testing	2026	116.00	$ 18,740.00	$ 1,024.38	$ 4,510.00	$ 24,274.38
2.3	Data Analysis and Completion Report	2026	96.00	$ 15,790.00			$ 15,790.00
			694.00	**$ 115,320.00**	**$ 2,806.38**	**$ 11,110.00**	**$ 129,236.38**

AGENDA ITEM: 15.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Tom Kaczmarowski, Principal Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. TO PROVIDE ENGINEERING SERVICES FOR THE SEWER AND MANHOLE REHABILITATION, PHASE VII PROJECT
Presented by: Djordje Pavlivic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Design Professional Services Agreement with Consor North America, Inc. to provide engineering services for the Sewer and Manhole Rehabilitation, Phase VII project in an amount not to exceed $683,393. Engineering and Water Services staff recommend approving and entering into a design professional services agreement with Consor North America, Inc.

Background

The City of Glendale's wastewater collection system consists of over 14,500 manholes and cleanouts, and 708 miles of pipes designed to transport wastewater from residential and commercial customers to treatment facilities. As the system ages, it is necessary to replace/rehabilitate the sewer lines and manholes to ensure continued compliance with existing regulations, increase efficiencies, reduce unplanned maintenance issues, and extend the life of the system.

The city previously identified various sewer lines, manholes, and related structures in the collection system that needed rehabilitation. The Sewer Line Replacement program is a multi-phase/multi-year project to address priority areas in an efficient, economical, and timely manner.

Analysis

A Request for Qualifications was published in October 2025 by the Engineering Department for the Sewer and Manhole Rehabilitation Phase VII design and construction administration services project. On October 25, 2025, five (5) responses were received. A committee evaluated the responses, and selected Consor North America, Inc., as the most qualified respondent to provide the required services.

This project is part of the ongoing proactive effort to maintain the operational reliability of the City's wastewater collection system in accordance with the City's comprehensive Sewer Evaluation and Master Plan. The Sewer and Manhole Rehabilitation, Phase VII project includes rehabilitation of approximately 5,660 linear feet in nine (9) pipe segment areas and 26 manholes located throughout the city. This agreement provides design professional

engineering services including evaluation, design, pre-construction, administration, and construction inspection throughout the project.

Community Benefit/Public Involvement

Benefits of this project include maintaining the integrity of the wastewater collection system, minimizing service interruptions, ensuring continued compliance with environmental regulations, and decreasing traffic disruptions caused by maintenance crews.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$683,393
Budgeted Y/N?:	Y
Account:	60304527-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the Fiscal Year 2026-27 Water Services Capital Improvement Plan, project #CIPWW22076 - Sewer and Manhole Rehabilitation Program. Total expenditures are not to exceed $683,393 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

CITY OF GLENDALE, ARIZONA

STANDARD FORM AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

(CONSTRUCTION MANAGER AT RISK)

January 28, 2025 Edition

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STANDARD FORM AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL (CONSTRUCTION MANAGER AT RISK EDITION)

This Agreement "**DP Agreement**" is made day of in the year 2026, by and between **CITY OF GLENDALE, ARIZONA**, an Arizona municipal corporation ("**OWNER**"), located at 5850 West Glendale Avenue, Glendale, Arizona, 85301 and **CONSOR NORTH AMERICA, INC.** ("**Design Professional**" or "**DP**"), located at 2432 West Peoria Avenue, Suite 1246, Phoenix AZ 85029, for services in connection with the Project listed in Article 1 below.

In consideration for the mutual covenants and obligations contained herein, Owner and DP agree as follows:

Article 1 Project.

1.1 Project Title. Sewer and Manhole Rehabilitation, Phase VII

1.2 Project Number. 242546

1.3 Project Location. Locations include 9 sewer segment areas in various locations per the contract documents throughout the City of Glendale.

1.4 Scope of Service. Defined and described in "Exhibit A – Scope of Services for DP", attached.

1.5 Schedule. Defined and described in "Exhibit A – Scope of Services for DP", attached.

1.6 For Basic Services, the DP's basic compensation shall be computed on the following basis: The Basic Services fee for all subphases is five hundred fifty-four thousand one hundred ninety-two dollars ($554,192). Reimbursable expenses, as defined herein, shall not exceed one hundred twenty-nine thousand two hundred and one dollars ($129,201). Fee is further defined and described in "Exhibit B – Schedule of Payments".

1.7 Representatives of the Parties, Authority.

1.7.1 Owner's Representatives.

1.7.1.1 Owner designates David Beard PE, City Engineer, City of Glendale - 5850 West Glendale Avenue - 2nd Floor, Glendale AZ 85301 as the "Owner's Senior Representative", who has the authority and responsibility set forth in this DP Agreement, including the authority and responsibility for avoiding and resolving disputes under Article 12.

1.7.1.2 Owner designates Tom Kaczmarowski PE, Principal Engineer, City of Glendale -

5850 West Glendale Avenue - 2nd Floor, Glendale AZ 85301 as the "Design Phase "Representative", who has the authority and responsibility set forth in this DP Agreement.

1.7.1.3 Owner designates Tom Kaczmarowski PE, Principal Engineer, City of Glendale - 5850 West Glendale Avenue - 2nd Floor, Glendale AZ 85301 (or as assigned) as the "Construction Phase Representative", who has the authority and responsibility set forth in this DP Agreement.

1.7.2 DP's Representatives.

1.7.2.1 DP designates Mark Lee PE, District Manager, Consor North America, Inc., 2432 West Peoria Avenue, Suite 1246, Phoenix, AZ 85029 as the "DP's Senior Representative" , who has the authority and responsibility set forth in this DP Agreement, including the authority and responsibility for avoiding and resolving disputes under Article 12.

1.7.2.2 DP designates Mark Lee PE, District Manager, Consor North America, Inc., 2432 W. Peoria Avenue, Suite 1246, Phoenix, Arizona 85029 as the "Project Management "Representative," who has the authority and responsibility set forth in this DP Agreement.

1.7.2.3 DP's Representatives, as approved by the Owner, shall not be replaced without the Owner's prior written approval.

1.7.2.4 DP warrants and shall ensure that only representatives who are authorized to legally bind DP will sign documents associated with this DP Agreement.

Article 2 DP's Services and Responsibilities.

2.1 General.

2.1.1 Intent. In accordance with the City of Glendale Charter, Owner intends to enter into a contract for services by a qualified design professional for the architectural and engineering services and construction administration services set forth in "Exhibit A – Scope of Services for DP" (hereinafter the "Scope of Services"), including the Basic Services and the Additional Services (as defined below) (collectively "Professional Services"). The DP shall render the Professional Services in the phases and subphases described in the Scope of Services and shall be coordinated with the services of the Construction Manager at Risk ("CM@Risk") as described herein and in the "CM@Risk Standard Form Agreement Between Owner CM@Risk" ("CM@Risk Agreement") which is incorporated by reference. The phases and subphases are to be performed in the sequence set forth in the Scope of Services, and DP shall not proceed with the next phase or subphase in the Scope of Services without prior written authorization from the Owner.

2.1.1.1 Essential Conditions. Due in part to the nature of the work DP is to perform, it is understood that the times for commencing and completing the DP's Professional Services as specified herein are ESSENTIAL CONDITIONS of this DP Agreement. It is mutually understood and agreed that the Professional Services by DP set forth in this DP Agreement shall be promptly commenced on a date to be specified in a notice to proceed, and in no event later than the day after the execution of this DP Agreement, whichever first occurs. Consistent with the Standard of Care

set forth in this DP Agreement, all Professional Services shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will assist the CM@Risk to complete the Project within the time set forth in the Scope of Services and pursuant to the "Exhibit B – Schedule of Payments"("Schedule of Payments").

2.1.1.2 DP Agreement Documents. The "DP Agreement" is comprised of the following in order of precedence:

2.1.1.2.1 This DP Agreement including Exhibits, as subsequently modified by Amendments, Addenda, or Supplemental Authorizations. Within the Agreement and its Exhibits the following Order of Precedence applies:

(i) This Agreement

(ii) Exhibit A – Scope of DP Services (Scope of Services)

(iii) Exhibit B – Schedule of Payments (Schedule of Payments)

(iv) Exhibit C – DP Proposal

(v) Exhibit D – Dispute Resolution Procedures

2.1.1.2.2 Owner's Request for Qualifications (RFQ) including all Exhibits, Addenda and Clarifications.

2.1.1.2.3 The DP's qualifications submission as required by the RFQ, including any clarifications and revisions of the submission.

2.1.1.2.4 The following other documents, if any, forming part of the Agreement: N/A.

2.1.1.3 Changes.

2.1.1.3.1 The Owner may at any time, by written notice to DP, make changes within the general scope of this DP Agreement including, without limitation, to any one or more of the following: (i) the Scope of Services, including required drawings, designs, or specifications; (ii) method of delivery; (iii) Schedule of Milestones; and (iv) the time for completion.

2.1.1.3.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this DP Agreement, whether or not identified in the notice, the Owner shall make equitable adjustments to the DP's Basic Compensation, as defined below, the Milestone Schedule, or the time for completion, or shall otherwise modify this DP Agreement as appropriate.

2.1.1.3.3 The DP must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written notice from the Owner. Owner

may, in its sole and absolute discretion, consider and/or deny requests for equitable adjustment that are made more than thirty (30) days from receipt of the written notice, but in any event before final payment under this DP Agreement.

2.1.2 Definitions. Unless otherwise specified, capitalized terms in this DP Agreement have the same meaning as set forth in the General Conditions to the CM@Risk Agreement for the Project, a copy of which has been provided to DP and is incorporated herein by reference. In addition, the following definitions shall apply:

2.1.2.1 "CM@Risk" means the CM@Risk defined in the CM@Risk Agreement and all persons and entities identified as members of the CM@Risk Team in the CM@Risk's response to the Owner's RFQ which led to the CM@Risk Agreement with all amendments, and any substitutes permitted under the terms of the CM@Risk Agreement. The CM@Risk participates in the Pre-Construction Phase as set forth in the CM@Risk Agreement by, among other things, doing value engineering, evaluating costs and constructability, preparing schedules, and evaluating implications of alternate designs and systems and materials during and after design of the Project. During construction, the CM@Risk assumes all risk for price and schedule under the CM@Risk Agreement and its GMP.

2.1.2.2 "CM@Risk Agreement" means the contract (Standard Form of Agreement Between Owner and CM@Risk, including its Exhibit A – CM@Risk General Conditions) between Owner and the CM@Risk or any replacement CM@Risk or, if the Owner terminates the contract with the CM@Risk and elects to proceed using a different contractor it means the contract and general conditions between the Owner and the final contractor. The CM@Risk Agreement and General Conditions are sometimes referred to individually as the "Construction Contract" and its "General Conditions," respectively.

2.1.2.3 "Construction Costs" (or "Cost of the Work") consists of those items of Work which are paid for by the Owner to the CM@Risk, and consists of those categories of Direct Construction Costs and Indirect Construction Costs set forth as allowable in Exhibit C to the CM@Risk Agreement. It does not include any design or consulting fees, the CM@Risk's fees for Design (Preconstruction) Phase services, survey and testing costs, or readily movable furnishings/equipment, unless agreed to in advance in writing by the Owner.

2.1.2.4 "Construction Documents" are the plans and specifications prepared by the DP for the Project, approved by the Owner, and incorporated into the CM@Risk Agreement by reference after such approval, to be used to construct the Project. All amendments and modifications to the Construction Documents must be approved by the Owner prior to incorporation into the CM@Risk Agreement.

2.1.2.5 "Construction Phase" is defined as including the following subphases: construction administration, closeout, and warranty, and may include some activities that occur after Final Completion.

2.1.2.6 "Consultant" is an entity or person, other than the CM@Risk or the DP, who performs any design or engineering services directly on behalf of the Owner, and shall include all

employees, agents and authorized representatives of such entities or persons.

2.1.2.7 "Contract Time" shall mean the time period for DP's performance of the Scope of Services and completion of the Project as set forth in the Scope of Services.

2.1.2.8 "Day" refers to the calendar day unless otherwise denoted.

2.1.2.9 "Design Phase" is defined as including but not limited to the following subphases: Program Development, Conceptual Design, Schematic Design, Design Development, 50% Construction Documents / GMP-Setting, and creation of 100% Construction Documents.

2.1.2.10 "Design Professional" or "DP" refers to the entity set forth in the preamble of this DP Agreement and is a representative of the Owner for the Project as provided in the DP Agreement Documents, whose Agreement is with the Owner, and a) who is a qualified professional properly licensed in the State of Arizona to furnish applicable design and construction administration services, and b) is not the representative of the Owner except for the approval and certification of CM@Risk progress payment applications, and Substantial Completion, if so designated.

2.1.2.11 "Design Professional Basic Services" or "Basic Services" is defined as all services described in the Scope of Services and this DP Agreement.

2.1.2.12 **"**Design Professional Additional Services" or "Additional Services" is defined as all services not described in the Scope of Services and this DP Agreement, but that are otherwise requested and authorized by Owner, in writing.

2.1.2.13 "Design Submission Documents" or "Design Documents" consist of the Drawings and Specifications prepared at specific phases of the design effort by the DP including Programming, Conceptual Design, Schematic Design, Design Development, 50% Construction Documents / GMP Setting, and 100% Construction Documents, as well as cost estimates and other documents prepared by the CM@Risk that are submitted for Owner's approval for each subphase of the Project design services.

2.1.2.14 "Final Completion" is defined as 100% completion of all Work by the CM@Risk described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all a) punch lists, b) Close-Out Documents, c) Owner training/start up activities, and d) third party commissioning (if any).

2.1.2.15 "Partnering" or "Teaming" is a mutual effort by all parties involved in the Project, principally the Owner, the DP and the CM@Risk, to cooperate and coordinate efforts to achieve the final result intended by the Project Criteria. All involved use their expertise for the benefit of all. Partnering requires flexibility and appreciation of the positions of other parties and willingness to make compromises for the benefit of all. Owner has the exclusive right to decide whether or not to use Partnering on the Project and will indicate its decision on this during the Pre-Construction Phase.

2.1.2.16 "Probable Construction Cost" is the estimate of the Construction Costs that is to be prepared by the DP for presentation to the Owner.

2.1.2.17 "Project Budget" is the total cost to the Owner for the Project, including the payments to DP, CM@Risk's Pre-Construction Phase Fee, the GMP, other Consultants, furniture, fixtures, and equipment, site acquisition, permit fees, management fees, owner-supplied labor, materials and equipment, and other incidentals required to achieve Final Completion of the Project.

2.1.2.18 "Project Criteria" are developed by or for Owner to describe Owner's program, requirements and objectives for the Project, including use, space, price, time, site, utility, parking, and expandability requirements, as well as all submittal requirements and other requirements affecting CM@Risk's performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for Owner.

2.1.2.19 "Punch List" are those minor items of Work identified and listed by DP and agreed to by Owner to be completed by CM@Risk after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended and which will not prevent the issuance of a certificate of occupancy.

2.1.2.20 "Standard of Care" is the performance standard under which DP shall provide its Professional Services and is defined as: the skill, care and competence exercised by members of the applicable professional discipline currently practicing under similar circumstances. The DP shall perform the Professional Services as expeditiously as is consistent with the Standard of Care and the orderly and timely progress of the Project and Project Schedule.

2.1.2.21 "Subconsultant" is an entity or person who performs any services directly on behalf of the DP, and shall include all employees, agents and authorized representatives of such entities or persons.

2.1.2.22 "Subcontractor" (of any tier) is any entity or person who performs a portion of the Work, on or off site, directly on behalf of the CM@Risk, including any materials, workers and suppliers, and shall include all employees, agents and authorized representatives of such entities or persons.

2.1.2.23 "Substantial Completion" is the date on which CM@Risk's Work, or an agreed upon portion of the Work, is sufficiently complete, as determined by the DP or Owner's issuance of a Certificate of Substantial Completion, so that Owner can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. In order to achieve Substantial Completion, all Work must be complete except for items included on the approved punch list. As part of Substantial Completion all required inspections, State Fire Marshal and State Elevator certificates, Boiler inspection, ACC inspection for natural gas lines, and preliminary test and balance of the mechanical system must be obtained or completed. (Note – The Owner retains the right to require inspections of the Work past those inspections required for Substantial Completion, and such inspections may be required through the date of Final Completion.)

2.1.3 Cooperation.

2.1.3.1 Pursuant to the Standard of Care, Owner and DP will cooperate with each other and with the CM@Risk and others involved in the Project to the maximum extent possible and to proceed on the basis of trust, confidence, and good faith to permit each party to this DP Agreement and the CM@R to realize the goals sought and benefits afforded under this DP Agreement. Those goals and benefits include the satisfactory and timely completion of the Project and the performance of all obligations described by this DP Agreement.

2.1.3.2 The Owner, DP, and CM@Risk will hold a mandatory Kick-Off Meeting after execution of both this DP Agreement and the CM@Risk Agreement to discuss issues affecting the administration of the Project and to implement procedures to permit the Owner, the DP, and the CM@Risk to promptly and efficiently perform their respective obligations under this DP Agreement and the CM@Risk Agreement. At this meeting, the DP, the Owner and the CM@Risk will establish required meetings to discuss ongoing project issues. Written meeting minutes shall be distributed to all attendees in accordance with the "Meetings and Communication" Section of the Scope of Services within two (2) business days after each meeting. Among other matters to be covered at this meeting, the Owner, the DP and the CM@Risk will work out and agree upon procedures for efficient interaction among them during the Design Phase of the Work so that the DP, the CM@Risk and the Owner can thereafter perform efficiently and in a cooperative and mutually supportive manner the activities, functions and obligations contemplated by this DP Agreement and the CM@Risk Agreement. Among other subjects to be covered are:

(i) Agreeing to a comprehensive and all-inclusive list of goods, materials or equipment that have other than short lead time and arranging to have such items placed on order for timely delivery;

(ii) Arrangements for collaboration between the DP and the CM@Risk in preparing Design Submission Documents for the Program Development (to the extent needed), Conceptual Design, Schematic Design, Design Development, 50% Construction Documents / GMP-Setting, and 100% Construction Documents subphases and in submitting each set of Design Submission Documents to the Owner for its review and comments. Also to be agreed upon are arrangements for group discussions by DP, CM@Risk and Owner of the Design Submission Documents, the Program Development documents, the Conceptual Design documents, the Schematic Design documents, the Design Development documents, the 50% Construction Documents / GMP-Setting documents, and the 100% Construction Documents;

(iii) Arrangements that encourage frequent informal interaction among the DP, the Owner and the CM@Risk during the Design Phase, especially between submissions of Design Submission Documents under item (ii), including among other activities, the DP resolving constructability or other questions with the CM@Risk and otherwise obtaining the benefit of the CM@Risk's

construction knowledge and experience and the DP using that information in its design work on the Project;

(iv) A schedule for all activities of the CM@Risk, the Owner and the DP to be performed during the Pre-Construction Phase; and

(v) A prompt review of key contract provisions, schedule goals and coordination concerns, procedures for paperwork processes, and any other items of importance based on the Project's specific attributes.

At the Kick-Off meeting, the Owner and the CM@Risk (with assistance from the DP) will also develop the procedures for pre-qualification of Subcontractors to bid on the bid packages under Article 2.2.4.6.2 of the General Conditions.

2.1.3.3 The DP shall cooperate with the Owner and the CM@Risk in the design and construction of the Project and must keep the Project within the Owner's Project Budget and the schedule requirements. The CM@Risk, the Owner, and the DP, called the "Project Team", shall cooperatively work together during all phases of the Project in which they are involved to achieve expedited completion of the Project in accordance with Owner's Project Budget and time constraints. While the CM@Risk shall provide leadership to the Project Team during the Design Phase for all cost, schedule, or constructability review and choice of building systems issues and on all matters relating to construction, the DP is to assist and cooperate on these items to the maximum extent possible.

2.1.3.4 The DP shall promptly and reasonably cooperate with the CM@Risk in the CM@Risk's development of its estimates of Construction Costs and Guaranteed Maximum Price ("GMP").

2.1.3.5 The DP shall evaluate the Owner's preliminary Project Budget with the assistance of the CM@Risk. The Owner shall furnish the DP with the dollar amount within the Owner's Project Budget available for the Work. The DP's estimates of probable Construction Costs shall not exceed this amount. The amount within the Owner's Project Budget available for Work may be revised only by an Owner-approved written modification of this DP Agreement.

2.1.4 Personnel. A listing of key employees assigned directly to this Project on a day- to-day basis as well as alternates (replacements) has been furnished to and approved by the Owner prior to execution of this DP Agreement, and is attached as a part of "Exhibit C – DP Proposal". Any substitutions of assigned personnel shall have prior, written approval by the Owner and shall be proposed from the list of acceptable alternates. Any changes of personnel within the DP firm or any listed Subconsultant firms assigned to the project will require advance written approval of the Owner so long as approved personnel remain employees of the DP firm and/or the listed Subconsultant firm and are capable of performing the required services.

2.1.5 Partnering. [OPTIONAL] NOT USED

2.1.5.1 The Owner, DP, and CM@Risk will meet promptly after execution of the Construction Contract to discuss issues affecting the administration of the Work and the Professional Services, and to implement the necessary procedures, including submittals and Owner

site activity schedules, to permit the Owner, DP, and CM@Risk to perform their respective obligations under the Contract Documents. These tasks may be implemented by the utilization of a formal "Partnering" or "Teaming" process developed during an initial workshop that will include the CM@Risk, Owner, DP, and their key personnel assigned to the project. Follow up sessions will occur every three months or as otherwise mutually agreed to ensure that all commitments are updated and being followed by all parties. The cost of this "Partnering" or "Teaming" effort, if invoked by Owner, will be an allowable Project Cost.

2.2 Design Phase. During the Design Phase, DP will provide the services set forth in the Scope of Services for the following subphases of the Design Phase: Program Development, Conceptual Design, Schematic Design, Design Development, 50% Construction Documents / GMP-Setting, and 100% Construction Documents.

2.3 Construction Phase. During the Construction Phase, DP will provide the Services set forth in the Scope of Services for the following subphases of the Construction Phase: Construction Administration, Closeout, and Warranty.

2.4 DP's Professional Responsibilities.

2.4.1 DP represents that it and the professional staff and Subconsultants it will assign to the project (registrants with the Arizona Board of Technical Registration and others), are fully qualified by education, technical training, and experience as professionals to perform the Professional Services and contract administration called for by this DP Agreement.

2.4.2 DP agrees that in performing the Professional Services it will exercise the Standard of Care and cause its Subconsultants to exercise the same. DP will also cause all Subconsultants it employs to meet this same Standard of Care.

2.4.3 Notwithstanding the contractual and indemnity remedies provided to Owner under the DP Agreement and notwithstanding any applicable law barring recover for any economic loss caused by DP, DP acknowledges that a violation of the Standard of Care causing injury or damage to Owner is actionable and DP agrees that Owner may pursue as a remedy, in addition to any contractual or indemnity remedy, a tort claim for professional negligence against DP.

2.4.4 Although the Owner has the right to make claims in tort for professional negligence against DP, as the lead registrant of the design team for the negligence, recklessness, or intentional wrongful conduct or errors or omissions of DP or any of its Subconsultants, DP agrees it shall also be responsible for and shall indemnify and hold Owner, City of Glendale, Arizona, harmless from any and all losses, expenses, damages, costs and injuries arising from or resulting from any negligence, recklessness, or intentional wrongful conduct or errors or omissions in the Design Documents prepared by DP or DP's Subconsultants for Owner by the DP or DP's Subconsultants or in the construction administration during the Construction Phase.

2.4.5 Notwithstanding Articles 2.4.1 through 2.4.4, Owner may hold DP responsible or liable for any costs associated with DP's failure to meet the Standard of Care, only to the extent such costs exceed two percent (2%) of the GMP in effect at the time of Final Completion. It is understood

and agreed that this 2% share shall apply to the aggregate amount of costs for the failure to meet the Standard of Care and not to each failure individually. This 2% share shall not apply to claims for property damage, personal injury, or death, whether incurred by Owner, or third parties, including without limitation the indemnity obligations in Article 9.14.
Owner shall deliver to DP a list of errors or omissions amounts that Owner has determined it has absorbed or will absorb in whole or in part.

2.4.6 At all times during this DP Agreement, DP shall comply with, and shall ensure its Professional Services comply with, all applicable laws, statutes, ordinances, regulations, rules or codes.

2.4.7 Owner acceptance of the Design Documents provided to it by the DP and the DP's estimates of Probable Construction Cost shall not relieve the DP from any responsibility for errors or omissions in those regards, nor from any other obligation of the DP under this DP Agreement or applicable laws, statutes, ordinances, building codes, rules and regulations, or operation of law.

The DP acknowledges and agrees that approval by the Owner and the CM@Risk and involvement of the CM@Risk and the Owner during the Design Phase (including, without limitation, recommendations by the CM@Risk or Owner as to the design), in no way relieves the DP of responsibility for the Design Documents. The DP, CM@Risk, and the Owner will cooperate in the resolution of such matters so as to minimize any detrimental impact upon the Project. However, such cooperation shall not be deemed a waiver of any rights the Owner may have relating to the DP.

2.4.8 The DP hereby agrees, subject to the Standard of Care, that it shall have the same legal responsibility to the Owner as the Owner has, or may have, to others arising out of, or resulting from, any errors or omissions of the DP.

2.4.9 All Drawings and Specifications shall bear the signature and seal of the DP or the DP's Subconsultants, or both as appropriate. The DP as lead professional shall be fully responsible for all design and administration provided under this DP Agreement.

2.4.10 The DP shall prepare and provide all documents in a form necessary for Owner to obtain any and all approvals required for approval of design and completed construction by all governmental authorities having jurisdiction over the Project and/or designated by the Owner. The Owner will sign applications and pay applicable fees for such governmental approvals.

2.4.11 The DP shall advise and consult with the Owner, if requested by the Owner, on selection of the CM@Risk. Further, the DP shall actively participate in discussions between the Owner and the CM@Risk regarding negotiations about the GMP and its acceptance by Owner. The DP shall review all GMP deliverables and advise Owner of any deficiencies in any GMP documents or proposals submitted by CM@Risk to Owner.

2.4.12 The DP shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the CM@Risk. Among other things, DP shall assist the CM@Risk in the pre-qualification of Subcontractors and in the preparation of drawings, specifications and information

for the purpose of preparing the Subcontractor bid packages. The DP shall not be responsible for the performance of the CM@Risk, the Construction Contract(s), or for any defects, deficiencies or effects resulting solely from any contractor, subcontractor, manufacturer, supplier, and fabricator retained by the Owner, CM@Risk, or any other third party. Nothing in this DP Agreement shall be construed as giving the DP the responsibility for or the authority to control, direct or supervise construction means or methods.

2.4.13 The DP shall prepare complete and useable plans and specifications for the CM@Risk's use for each portion of the Work to be bid separately and, if the Work is done in phases, complete plans and specifications for each phase.

2.4.14 If and to the extent Owner has given its prior approval, DP shall provide written interpretations and clarifications of the Construction Documents requested by the CM@Risk or any potential bidder.

2.4.15 Provide such other reasonable assistance to the CM@Risk as the CM@Risk and Owner request.

2.4.16 All of the above notwithstanding, award of the CM@Risk Contract and approval of the GMP will be made solely by the Owner. Award of the CM@Risk subcontracts will be made solely by the CM@Risk.

2.4.17 If at any time the CM@Risk's estimate of Construction Costs or proposed GMP or the DP's estimate of Probable Construction Costs (after attempted reconciliation between the CM@Risk's Estimate of Construction Costs and the DP's Estimate of Probable Construction Cost, and with the amount within the Owner's Project Budget available for the Cost of the Work) exceeds the amount within Owner's then current Project Budget available for the Cost of the Work, the DP shall promptly and at no cost to the Owner:

2.4.17.1 Revise all or any part of the Project drawings, specifications or both as the Owner may deem advisable for the purpose of reducing the Cost of the Work to be within the allocated line items within the Project Budget.

2.4.17.2 Perform any or all of the services described above as may be necessary to obtain a CM@Risk estimate of Construction Costs and GMP not exceeding the amount within Owner's current Project Budget available for costs of the Work.

2.4.17.3 If at any time the Owner terminates the CM@Risk Contract for convenience or for other reason, the Owner will have the right to continue the Project with whatever project delivery method it selects and the DP will continue to perform the Professional Services under this DP Agreement with the Owner and any substitute contractor for the construction. Owner will make appropriate changes to the DP Agreement if required.

Article 3 Additional Services.

3.1 The following additional services shall be provided by DP only when authorized in writing

by Owner before they are performed, and shall be paid for by the Owner in accordance with the terms of this DP Agreement in addition to the DP's compensation for Basic Services:

(i) Providing financial feasibility or other special studies.

(ii) Providing services relative to future facilities, systems, and equipment, which are not intended to be constructed during the Construction Administration subphase.

(iii) Providing interior design and all other similar services required for or in connection with the selection, procurement or installation of movable furniture, furnishings, and related equipment if not expressly stated in this DP Agreement.

(iv) Providing consultation concerning replacement of any work damaged by fire, natural causes or forces majeure during the course of construction.

(v) Retaining services of a competent surveyor or registered engineer or to provide any special inspections or tests, as required by code or prudent practice, during the Construction Administration subphase.

(vi) Providing additional services arising from the default of the CM@Risk or the default of any of its Subcontractors.

(vii) Providing assistance required by the Owner in any judicial, quasi-judicial, administrative, or legislative hearings or proceedings relating to the Project.

(viii) Providing staff, professional and otherwise, when directed in writing by Owner, to perform tasks and duties assigned as necessary to prevent slippage in progress schedule and/or timely completion of the construction Work.

(ix) Providing other reasonable services.

3.2 If the Owner and the DP agree at the pre-construction meeting on more extensive representation at the site during the Construction Administration phase than is described in Article 2, the DP shall provide one or more full-time Project Representatives. Such full-time Project Representatives shall be selected, employed and directed by the DP, and the DP shall be compensated for such services as mutually agreed in writing between the Owner and the DP.

3.3 Any full-time Project Representatives or replacements shall be subject to prior approval by the Owner. The Owner reserves the absolute right to reject or require replacement of any Project Representatives.

3.4 The DP shall not engage, contract with or use the services of any Subconsultants, without obtaining the prior written approval of the Owner. The DP shall submit to the Owner for approval

a report of the scope of services to be provided by each such special Subconsultant, with the Owner's acknowledgment thereof. No provision of this DP Agreement and no approval by the Owner of the scope of services to be provided by the Subconsultants shall be construed as an agreement between the Owner and any Subconsultant of the DP or in any way affect the responsibilities of the DP hereunder, and, unless otherwise agreed to in writing by the Owner, the fees of any Subconsultants retained by the DP shall be deemed covered by the Basic Compensation to be paid by the Owner to the DP.

Article 4 Reimbursable Expenses.

4.1 The Price for Basic Services includes all expenses that the DP may incur for services, supplies and travel, and as such expenses are not separately reimbursable. DP may request Owner to reimburse DP for any additional expenses for supplies and travel, provided that expenses associated with such additional travel (mileage, lodging and meals) is subject to Owner's current travel policies applicable to Owner's employees, unless Owner specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses by DP. No markups are allowable on Owner-approved reimbursable expenses. All Owner-approved reimbursable expenses shall be invoiced at and paid at actual cost.

In the event the DP is entitled to reimbursement of expenses under this DP Agreement, DP shall submit all receipts and any other reasonably required backup documentation to Owner within sixty (60) days after such expense is incurred. Owner shall not be required to reimburse DP for expenses received by Owner after that time.

Article 5 Owner's Responsibilities.

5.1 The Owner will provide all preliminary information available to Owner regarding the requirements for the Project including budget information and, unless otherwise agreed to in writing, Project Criteria, by the date of the Kick-Off meeting described in Section 2.1.3.2 above. The DP shall notify the Owner in writing if the DP requires additional information and of any information provided by the Owner which the DP believes to be unclear or insufficient for the successful completion of the Project.

5.2 The Owner will designate a representative, as set forth in Section 1.7.1, to act on its behalf with respect to the Project at all relevant times until Final Acceptance. Upon request, the Owner will provide the DP with a copy of the executed CM@Risk Agreement. Upon request, the Owner will provide the CM@Risk with an executed copy of this DP Agreement.

5.3 If the Owner should observe or otherwise become aware of any error or omission in the design of the work or any non-conformity with the Design Documents, Owner will give prompt written notice thereof to the DP and the CM@Risk.

5.4 If required in the Scope of Services or requested in writing by the Owner, Owner will reimburse the DP for the DP's reasonable actual cost for retaining surveyors, engineers, or other Subconsultants in connection with the following items, provided such information is specifically requested by the DP or the Owner and the necessity and cost is approved by the Owner in writing

before it is incurred:

5.4.1 Survey of Existing Site Conditions. A complete and accurate survey of the building site and existing improvements including but not limited to the grades and lines of streets, pavements, and adjoining properties, contours of the building site, and full information as to sewer, water, gas, electrical service, telephone lines, or other utilities.

5.4.2 Report on Subsurface Investigations. Professional recommendations regarding local conditions accompanied by test borings, or test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, and chemical, mechanical, laboratory or other tests.

5.4.3 All other tests required by mutual agreement between the Owner and DP. The surveys, reports, tests, and any other information described under this Article shall be obtained by the DP, unless otherwise specified by written amendment to this DP Agreement. In the event such information is furnished by the Owner, the DP, consistent with the Standard of Care and unless otherwise specifically provided herein, shall carefully examine them and advise the Owner of any inadequacies or deficiencies.

5.4.4 Unless otherwise required by the Standard of Care or this DP Agreement, DP shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons of hazardous materials in any form, at the Project Site.

Article 6 Compensation for the DP's Services.

6.1 Payment for Basic Services and Reimbursable Expenses.

6.1.1 Payments for Basic Services and Reimbursable Expenses shall be pursuant to the Schedule of Payments, attached hereto, and incorporated herein. Payments to DP by Owner shall be made monthly to DP, within thirty (30) days after the Owner receives the DP's properly itemized Statement for Basic Services and Reimbursable Expenses in such form and accompanied by such supporting documentation as Owner may direct. If the Owner determines that any amounts requested by the DP are not due or are not sufficiently documented, the Owner will furnish the DP with notice of the reasons for withholding payment along with the Owner's payment on account of the balance of the statement. Amounts withheld will be paid upon proper resubmission.

6.1.2 For Basic Services, the DP's basic compensation shall be as set forth in Article 1.6, Fee.

6.1.3 When DP's basic compensation is based on a stipulated sum, the payments for Basic Services shall be allocated to each phase or subphase in accordance with Contract Time, and the Schedule of Payments.

6.1.4 When any part of the Project is deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions in accordance with the schedule set forth in the Schedule of Payments.

6.1.5 If and to the extent that the time initially established for completion of the Construction Administration Subphase of the Project is exceeded or extended beyond the established completion date through no fault of the DP as determined by the Owner, compensation for Basic Services required for such extended period of administration of the CM@Risk Agreement shall be computed and paid as set forth in Article 6.2 "Payment for Additional Services".

6.1.6 DP shall pay to each of its Subconsultants within thirty (30) days of receipt of its monthly payment from Owner, that amount properly due and payable to said Subconsultant for services performed within the payment period. DP shall, by an appropriate agreement with each of its Subconsultants, require each such Subconsultant to make payments to its sub-subconsultants in a similar manner. Upon request of the Owner, DP shall furnish documentary evidence of compliance with these payment provisions.

6.2 Payment for Additional Services.

6.2.1 Payments for Additional Services shall be made monthly, within thirty (30) days after the Owner receives the DP's properly itemized statement for additional services in such form and accompanied by such supporting documentation as Owner may direct and at such rates as have been previously agreed upon. If the Owner determines that any amounts requested by the DP are not due or are not sufficiently documented, the Owner will furnish the DP with notice of the reasons for withholding payment along with the Owner's payment on account of the balance of the statement. Amounts not paid may be resubmitted with proper documentation.

6.2.2 For such Additional Services as are in the nature of project undertakings beyond that specified for Basic Services, as approved in writing by the Owner, the DP's compensation shall be as follows: As per the hourly rates as listed in "Exhibit C – DP Proposal".

6.2.3 Reserved.

6.2.4 For all Additional Services, as approved in writing by the Owner, the DP's compensation will be computed using one or more of the following:

(i) Mutually agreed upon adjustments to the Stipulated Sum computed using the hourly rates as listed in "Exhibit C - DP Proposal";
(ii) A negotiated Fixed Fee amount; or
(iii) Other mutually agreed upon basis.

Article 7 Reserved.

Article 8 DP's Accounting Records.

8.1 The DP's records pertaining to its the Professional Services shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative upon request for a period of five years from the date of Final Payment to the CM@Risk.

8.2 The DP shall retain and require its Subconsultants to retain, for inspection and audit by the Owner, all books, accounts, reports, files and other records relating to the negotiation and performance of this DP Agreement for a period of five years from the date of Final Payment to the CM@Risk.

8.3 Upon request by the Owner, the original or a legible copy of the originals of all such accounting records shall be produced by the DP or Subconsultants at the address designated by the Owner.

Article 9 Insurance and Indemnity against Liability.

The DP shall not commence any of the Professional Services until it obtains all required insurance and delivers to the Owner the certificates of insurance or other proof required by this DP Agreement. The DP shall not permit Subconsultants to commence Work until Subconsultants have complied with all applicable insurance requirements.

Insurance coverage as required by this DP Agreement shall be maintained until Final Completion of the Project, for the period(s) specified herein, and any longer specific periods set forth in the Contract Documents or available by law.

9.1 Minimum Scope and Limits of Insurance. Without limiting any liabilities or any other obligations of the DP, the DP shall provide and maintain, and cause its Subconsultants to provide and maintain, insurance coverage in such types and amounts as requested by Owner and with duly licensed or approved non-admitted insurers in the state of Arizona and rated at least A-VII in the current A.M. Best Company ratings. DP shall provide Owner with certificates of insurance showing Subconsultant's insurance if requested by Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the DP or any Subconsultant from potential insurer insolvency.

9.2 Worker's Compensation Insurance. DP shall procure and maintain worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the DP, its employees, or both, engaged in the performance of services under this DP Agreement. DP shall maintain coverage through Final Completion for all employees engaged in the performance of services under this DP Agreement.

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 2,000,000
Disease – Each Employee	$ 2,000,000
Disease – Policy Limit	$ 2,000,000

The policy shall be endorsed to contain a waiver of subrogation against the City of Glendale, Arizona, and its officers, officials, agents, and employees for losses arising from the Professional Services performed by or on behalf of the DP.

This requirement shall not apply to: Separately, each Consultant, Contractor, Subcontractor or Subconsultant that is exempt under A.R.S. §23-901, and when such Consultant, Contractor, Subcontractor or Subconsultant executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

9.3 Commercial General Liability Insurance. The policy shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and contractual products. Said policy shall be endorsed to contain a severability of interest provision, and shall not contain any provision which would serve to eliminate third-party action over claims. DP shall maintain coverage through Final Completion for DP and shall require all Subconsultants engaged in the performance of services under this DP Agreement to do the same.

• Each Occurrence	$2,000,000
• General Aggregate	$4,000,000
• Products – Completed Operations Aggregate	$2,000,000
• Personal and Advertising Injury	$2,000,000
• Contractual Liability – Written and Oral	$2,000,000
• Fire Legal Liability	$100,000

The policy shall be endorsed to include the following additional insured language: "City of Glendale, Arizona, and its officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the DP".

The policy shall be endorsed to contain a waiver of subrogation against the City of Glendale, Arizona, and its officers, officials, and employees for losses arising from work performed by or on behalf of the DP.

9.4 Business Automobile Liability Insurance.

Each Accident	$2,000,000

DP shall procure and maintain Commercial/Business automobile liability insurance with a minimum, combined single limit for bodily injury and property damage of not less than $2,000,000 each accident with respect to the DP's owned, hired, or non-owned vehicles assigned to or used in performance of the Professional Services.

DP shall maintain coverage through Final Completion for DP and all Subconsultants engaged in the performance of services under this DP Agreement.

The policy shall be endorsed to contain a waiver of subrogation against the City of Glendale, Arizona, and its officers, officials, and employees for losses arising from work performed by or on behalf of the DP.

The policy shall be endorsed to include the following additional insured language: "City of Glendale, Arizona, and its officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the DP".

9.5 Professional Liability Insurance.

Limits:	
Each Claim	$3,000,000
Annual Aggregate	$4,000,000

These limits may be lowered for DP's Subconsultants with written approval from Owner.

9.5.1 The policy shall cover negligence, errors and omissions, and lack of ordinary skill for those positions defined in the DP Agreement, including the Scope of Work and, except as set forth in section 9.5.2, shall be an occurrence form policy.

9.5.2 In the event that the professional liability insurance required by this DP Agreement is written on a claims-made basis, DP warrants that any retroactive date under the policy shall be no later than the effective date of this DP Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time of Final Completion.

9.5.3 DP is required to maintain unimpaired aggregate limits for this insurance. In the event aggregate limits become impaired by claims or payments during the coverage term required by this DP Agreement, DP shall notify Owner within 30 days of becoming aware of such impairment, and shall procure additional coverage to restore full aggregate limits. Any new coverage procured must have a retroactive date no later than the date the original limits became impaired.

9.5.4 The policy shall be endorsed to contain a waiver of subrogation against the City of Glendale, Arizona, and its officers, officials, and employees for losses arising from work performed by or on behalf of the DP.

9.6 Additional Insurance Requirements.

9.6.1 Reserved.

9.6.2 The DP's insurance coverage shall be primary insurance with respect to all other available sources, except for Worker's Compensation insurance. Any self-insurance or other insurance carried by the City of Glendale, Arizona, and its officers, or employees, if any, shall be excess and not contributory to the insurance provided by the DP.

9.6.3 Coverage provided by the DP shall not be limited to the liability assumed under the indemnification provisions of this DP Agreement.

9.7 Proof of Insurance. DP shall provide to the Owner certificates of insurance (ACORD form or equivalent approved by the Owner) evidencing the coverages and endorsements required herein as proof that the policies providing the required coverages and endorsements are in forceand effect prior to the DP's performing any of the Professional Services on behalf of the Owner. The

certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Such certificates shall identify this DP Agreement or be an annual or periodic certificate stating that it covers any and all projects or work performed by the DP during said period. Certificates of insurance should be addressed as follows:

City of Glendale
Risk Management Department
5850 W. Glendale Avenue
Glendale, AZ 85301
NOTE: cc Engineering Department Project Manager

Owner has the right to request and to receive, within ten (10) business days, certified copies of any or all of the policies and/or endorsements required in this DP Agreement. Owner shall not be obligated to review same or to advise DP of any deficiencies in such policies and endorsements, and such receipt shall not relieve DP from, or be deemed waiver of, Owner's right to insist on strict fulfillment of DP's obligations under this DP Agreement.

9.8 Cancellation or Failure to Provide or Maintain Insurance. In the event any insurance coverage required in this Article 9 is canceled, reduced, or terminated, DP agrees to provide notice to Owner within 30 days and replace the insurance without any lapse of protection to Owner. Failure on the part of the DP to procure or maintain the required insurance shall constitute a material breach of this DP Agreement upon which the Owner may immediately terminate this DP Agreement, or at its discretion procure new or renew such insurance and pay all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the DP to the Owner upon demand (with interest), or the Owner may offset the cost of such premiums together with interest at the statutory legal rate against any money due the DP from the Owner. Costs for coverages maintained by the DP in excess of those required hereunder shall not be charged to the Owner.

9.9 Authorization to Obtain Information. The Owner may, and the DP hereby authorizes the Owner to, request and receive directly from insurance companies utilized by the DP in meeting the insurance requirements any and all information reasonably considered necessary in the sole discretion of the Owner.

9.10 Waiver. DP and its insurers providing the coverages required above shall and do hereby waive all rights of recovery against the City of Glendale, Arizona, and its officers and employees.

9.11 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Owner.

9.12 Self-insurance. The policies specified herein may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to Owner under such policies. The DP shall be solely responsible for deductible and/or self-insured retention, and Owner, at its option, may require the DP to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

9.13 Contractual Obligations. The stipulation of insurance coverages in this Article 9 or elsewhere, shall not be construed to limit, qualify, or waive any liabilities or obligations of DP, assumed or otherwise, under this DP Agreement

9.14 Indemnity. To the maximum extent allowed by law, DP shall indemnify, defend, save and hold harmless Owner, the City of Glendale, Arizona, and its respective officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, 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 to the extent caused, or alleged to be caused, by the failure to meet the Standard of Care, recklessness, or intentional wrongful conduct or errors or omissions by DP or DP's Subconsultants or any of their respective owners, officers, directors, agents, or employees, arising out of the Professional Services, this DP Agreement, or in connection with the Project or defects in the Professional Services. 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 DP or contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that DP will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this DP Agreement, the DP agrees to waive all rights of subrogation against Owner, the City of Glendale, Arizona, and its respective officers, officials, agents and employees for losses arising from the work performed by the DP for the City of Glendale.

To the maximum extent allowed by law, the DP shall be responsible for and shall indemnify, defend, save and hold harmless Owner, the City of Glendale, Arizona from any and all claims, demands, losses, damages, liabilities, costs and expenses to the extent alleged to arise or result from any failure to meet the Standard of Care, recklessness, or intentional wrongful conduct or errors or omissions by DP or DP's Subconsultants in the performance of the DP's Professional Services ("Errors and Omissions Amounts").

9.14.1 DP shall defend any action or proceeding brought against Owner based on any assertion or claim that the Design Documents, the Professional Services, or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued ("Proprietary Rights"). Owner agrees to give prompt notice in writing to DP of any such action or proceeding and to provide authority, information and assistance in the defense of same. DP shall defend, indemnify and hold harmless Owner from and against all damages and costs, including attorney's fees, awarded against Owner or DP in any such action or proceeding. DP further agrees to keep Owner informed of all developments in the defense of such actions or proceedings.

9.14.2 In the event that Owner is enjoined from the use of any Design Documents, DP Professional Services, or any part thereof in connection with any claim of infringed Proprietary Rights, DP shall at its sole expense take reasonable steps to procure the right or license to operate or use same. If DP cannot so procure the aforesaid right within a reasonable time, DP shall then, promptly, at DP's option and at DP's expense and in consultation with Owner (a) modify the

Construction Documents, or DP Professional Services, so to avoid infringement of any Proprietary Rights; or (b) replace said Construction Documents or DP Professional Services, or any part thereof with work that does not infringe or violate any such Proprietary Rights.

9.14.3 Sections 9.14.1 and 9.14.2 above shall not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by Owner and such processes or products are something other than that which has been offered or recommended by DP to Owner; or (b) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

9.14.4 In addition to the other obligations of DP under this section 9.14, DP will be responsible for delays and for increases in the Owner's costs to complete the Project, to the extent caused by allegations that DP infringed proprietary rights of others.

Article 10 Ownership of Documents.

10.1 The plans, drawings, specifications, notes, reports, renderings, final models, design concepts and images, and all other documents and items to be prepared and furnished by the DP pursuant to this DP Agreement shall be the property of the Owner, including the right to use same on Owner's other projects without additional cost to the Owner. The DP shall maintain for its file copies of those documents, drawings and/or other products required by law or the standards of professional practices.

10.2 In the case of reuse or modification of the Design Documents by the Owner, the DP's name and seal shall be removed, and the DP shall not be liable to the Owner or third parties in their reuse.

10.3 By execution of this DP Agreement, the DP transfers and hereby assigns all copyright, ownership, and other intellectual property interest in the Construction Documents and the completed Project to the Owner and further agrees to execute any separate assignment agreement necessary to implement such transfer. DP may use on other projects any standard details and other parts of the Construction Documents not prepared exclusively for Owner.

Article 11 No Assignments.

11.1 The DP shall not assign, sublet or delegate his obligations under this DP Agreement without the prior written consent of the Owner and the Owner may withhold such consent for any reason.

Article 12 Requests for Contractual Adjustments and Dispute Resolution

12.1 Dispute Avoidance and Resolution.

12.1.1 The parties are fully committed to interacting and working with each other through the course of the Project, and agree to communicate regularly with each other at all times, including attending weekly on-site design and construction status meetings, so as to avoid, eliminate, or minimize any disputes, disagreements, claims, or controversies relating to the Project, (hereinafter

"Disputes"). To the extent Disputes arise during the course of the Project that are not otherwise resolved by applicable portions of this DP Agreement, both DP and Owner will attempt to resolve such Disputes in an amicable, professional, and expeditious manner at the lowest possible level so as to avoid unnecessary costs, delays, and disruptions to the Work. To this end, the DP's Representative shall refer the Dispute to the Owner's Design Phase Representative or Construction Phase Representative by written notice of same, not more than seven (7) calendar days from the occurrence of the event which gives rise to the Dispute, or not more than seven (7) calendar days from the date that the DP knew or should have known of the matter.

12.1.2 In the event a Dispute cannot be resolved through DP's Representative and Owner's Representative in accordance with Section 12.1.1, the DP's Senior Representative and Owner's Senior Representative shall meet within 48 hours of such field level failure to attempt to resolve the Dispute. The parties agree that prior to any meetings between the Senior Representatives, they will timely exchange with each other all relevant documents and information that will assist the Senior Representatives in resolving the Dispute. The Senior Representatives shall have seven (7) calendar days from the time they first met to resolve the Dispute. If the Senior Representatives, after meeting in good faith, determine that the Dispute cannot be resolved by them on terms satisfactory to both parties, the parties agree that the sole remedy for DP to pursue the Dispute is to submit the Dispute with Owner to arbitrate in accordance with the Dispute Resolution Procedures in attached Exhibit D.

12.1.3 The parties understand and agree that the process set forth in Section 12.1 and 12.2, provide the sole and exclusive remedy to resolve a Dispute. The Parties further understand and agree that asserting the Dispute in accordance with Section 12.1.1 and 12.1.2 is integral and essential to the Parties' ability to perform their obligations under this DP Agreement. Failure to properly utilize the procedures in Section 12.1.1 and 12.1.2 exposes the non-utilizing party to damages which are difficult to accurately quantify and ascertain. In addition to other available remedies, the Parties agree that failure to properly utilize the procedures in Section 12.1.1 and 12.1.2 will require the non-utilizing party to pay the other party **ten thousand and 00/100 Dollars ($10,000.00)** as liquidated damages, and not as a penalty. The damages awarded pursuant to this section shall be in addition to and not in lieu of other damages provided for under this DP Agreement.

12.2 Administrative Process.

12.2.1 DP and Owner agree that all other parties involved in the Project, including but not limited to the CM@Risk, can be made parties to the administrative process called for by Exhibit D and to this end, both DP and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project requiring attendance and participation by those other parties in any such administrative proceeding.

12.2.2 Unless otherwise agreed in writing, the DP shall carry on the Work and maintain its progress during the course of any unresolved Dispute, and the Owner shall continue to make payments of undisputed amounts as they fall due to the DP in accordance with the Contract Documents.

12.3 Decisions of Owner.

Any failure of the Owner to make a decision within the time limits set forth herein shall not be construed as an acquiescence in all or any part of the DP's claim for relief.

Article 13 Termination or Suspension.

13.1 The Owner may suspend or terminate the Project at any time, for any reason, for the convenience of the Owner. Upon written notice of suspension or termination the DP shall immediately cease all work and not incur any further costs or expenses except as expressly permitted by the Owner in writing. If the Project is suspended for more than one calendar year through no fault of the DP, the DP shall be paid for work actually performed and this DP Agreement shall terminate. Otherwise, the DP shall recommence work upon written notice from the Owner and this DP Agreement shall remain in full force and effect.

13.2 The Owner may terminate this DP Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the DP Agreement on behalf of the Owner is or becomes, at any time while the DP Agreement or any extension of the DP Agreement is in effect, an employee of or Subconsultant to the DP with respect to the subject matter of the DP Agreement. Such termination shall be effective when written notice from the Owner is received by the DP, unless the notice specifies a later time.

13.3 If Owner's performance under this DP Agreement or funds available for this Project and/or Work are dependent upon (i) the appropriation or allocation of funds by the City of Glendale City Council, and if the Council fails to appropriate or allot funds necessary for performance of the Project and/or Work, (ii) the sale of bonds or other similar instruments, and if such bonds or other instruments are not sold or proceeds are not available, or (iii) third party gifts, donations or grants, and if such gifts, donations or grants are not received in whole or in part by Owner; then Owner may provide notice of this to the DP, and either a) cancel this DP Agreement without further obligation of Owner except as set forth at the end of this paragraph, or b) delay the Project and/or Work for a period of up to six (6) months (without cost to the Owner), after which date if no such funds are legally available for performance of this DP Agreement, Owner may cancel this DP Agreement without further obligation of Owner, except as set forth at the end of this paragraph. If cancellation occurs, Owner shall reimburse DP for all Professional Services authorized and rendered prior to the cancellation.

13.4 The Owner may, by written notice to the DP, terminate this DP Agreement if it is found by the Owner that improper gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the DP or any agent or representative of the DP to any officer or employee of the City of Glendale, Arizona.

13.5 In the event of termination or cancellation of this DP Agreement, which is not the fault of the DP, the Owner shall pay to the DP only the compensation properly due for Professional Services DP properly performed on the Project and which were accepted by the Owner prior to the termination date and Reimbursable Expenses incurred as provided hereunder. Any post-

termination wrap-up costs must be approved by the Owner in writing in advance of their commitment or expenditure or DP specifically waives all rights to claim such post-termination costs not pre-approved hereunder.

13.6 This DP Agreement may be terminated by either party for default upon the defaulting party's failure to cure a material breach within seven (7) days after written notice by the non-defaulting party specifying the nature of the default.

13.7 At or prior to the termination date, all Drawings, Specifications, and other design, bidding or construction administration documents then available shall be provided by the DP to the Owner.

Article 14 Extent of Agreement.

14.1 This DP Agreement constitutes the complete and integrated agreement between the Owner and the DP, and it supersedes all prior negotiations, representations or agreements, either written or oral. This DP Agreement may be amended only by written instrument signed by a duly authorized representative of both parties.

Article 15 Reserved.

Article 16 Project-Specific Provisions.

16.1 Any additional provisions to the foregoing for this Project must be and are described in "Exhibit A – Scope of Services for DP".

Article 17 Compliance and Legal Worker Requirements.

17.1 Compliance.

17.1.1 The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration. In addition, the DP agrees to actively recruit in accordance with any affirmative action programs applicable to DP. The aforesaid provisions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DP shall post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

17.1.2 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.

17.2 Legal Worker Requirements.

17.2.1 The DP warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees. Pursuant to Arizona Revised Statutes § 41-4401, the DP warrants that it is in compliance with the state law requirement that employers in Arizona verify the employment eligibility of employees, hired after December 31, 2007, through the E-verify program or any successor program. DP shall be responsible for all costs associated with compliance with such programs. DP shall flow-down each of the warranty requirements of this Article to all Subconsultants, and the DP shall require each Subconsultant to warrant compliance with the provisions of this Article. This Article is not applicable where the CM@Risk is a governmental entity nor is the DP required to pass this provision through to Subconsultants and sub-subconsultants who are governmental entities.

17.2.2 A breach of any of the warranties required under this Article shall be deemed a material breach of this DP Agreement subject to penalties, including termination for cause.

17.2.3 In addition to other audit provisions contained in this DP Agreement, the Owner retains the right to audit and inspect the papers of any DP or Subconsultant's employees who perform services to ensure that the DP or Subconsultant is complying with the warranty requirements of this Article.

Article 18 Miscellaneous.

18.1 Non-discrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

18.2 Interest. Payments are owed, were properly submitted and that have not been made to the DP within thirty (30) days of the due date, shall thereafter bear interest at the legal rate prevailing in the State of Arizona, as established at A.R.S. § 44-1201, as amended or superseded.

18.3 Reserved.

18.4 Severability. If any provision or any part of a provision of the DP Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the DP Agreement, which shall remain in full force and effect as if the unenforceable

provision or part were deleted.

18.5 Sexual Harassment. The DP shall comply with the Owner's current policy regarding sexual harassment. The Owner prohibits sexual harassment by any person on the Owner's premises or at any Owner-affiliated functions or facilities.

18.6 Conflict of Interest. In accordance with A.R.S. § 38-511, Owner may cancel this DP Agreement within three years after the execution of this DP Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this DP Agreement on behalf of Owner, at any time while this DP Agreement or any extension thereof is in effect, is an employee or agent of DP in any capacity or a consultant to DP with respect to the subject matter of this DP Agreement.

18.7 Governing Law. Interpretation of the DP Agreement and any and all disputes arising under or in connection with this DP Agreement shall be governed by Arizona Law. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court in the County where Owner or the Project are located, and only after all contractual and administrative procedures have been exhausted.

18.8 Notice. Whenever the DP Agreement requires that notice be provided to the other party, notice will be deemed to have been validly given (a) if delivered in person to the individual intended to receive such notice; (b) if delivered or sent by registered or certified mail, postage prepaid to the address indicated in the DP Agreement; (c) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the number of the intended recipient; or if d) if delivered by other means mutually agreed upon by the parties.

18.9 Headings. The headings used in this DP Agreement are for ease of reference only and shall not be in any way be construed to limit or alter the meaning of any provision.

18.10 No Waiver. The failure of either DP or Owner to insist, in any one or more instances, on the performance or timely performance of any of the obligations required by this DP Agreement, shall not be construed as a waiver or relinquishment of such obligation or right with respect to any other performance or obligation.

18.11 Assignment of Overcharge Claims. The Owner and DP recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by Owner. Therefore, the DP hereby assigns to Owner any and all claims for such overcharges that may vest in DP during performance of the Project and for three (3) years after the final acceptance. The DP in all Subconsultant agreements shall require all Subconsultants to likewise assign claims for overcharges to Owner.

18.12 Successorship. The provisions of this DP Agreement shall be binding upon the parties, their employees, agents, heirs, successors and assigns.

18.13 Arbitration in Superior Court. Notice is hereby given, that in the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are

subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

18.14 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.

18.15 Uyghur Forced Labor Prevention Act (UFLPA). DP 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

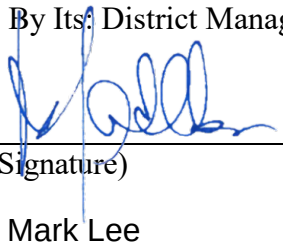
c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

18.16 Complete Agreement. This DP Agreement constitutes the complete and integrated agreement between the Owner and the DP, and it supersedes all prior negotiations, representations or agreements, either written or oral. Each party acknowledges that it has had an opportunity to review this DP Agreement with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

Agreement entered into as of the date and year first written above.

(The remainder of this page left blank intentionally. Signatures on following page.)

DP:
Consor North America, Inc.
By Its: District Manager



(Signature)

Mark Lee
(Printed Name)

District Manager
(Title)

06/10/2026
(Date)

OWNER:
City of Glendale, Arizona
By its: City Manager

(Signature)

(Printed Name)

(Title)

(Date)

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

CITY OF GLENDALE, ARIZONA
EXHIBIT A – SCOPE OF SERVICES FOR DESIGN PROFESSIONAL TO STANDARD FROM AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL (CM@Risk Edition)
January 28, 2025 Edition

Issued for City of Glendale Project No. 242546

Sewer and Manhole Rehabilitation Phase VII
May 22, 2026

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EXHIBIT A

SCOPE OF SERVICES FOR DESIGN PROFESSIONAL

THIS EXHIBIT A - SCOPE OF SERVICES FOR DESIGN PROFESSIONAL is an exhibit to the City of Glendale Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) dated May 22, 2026, for Project No. 242546.

Section 1 General Project.

1.1 Project Description. This project addresses deteriorating sanitary sewer infrastructure and odor mitigation and includes evaluation, design and construction phase services for the rehabilitation of 8 to 10-inch diameter sanitary sewer pipe totaling approximately 18 segments / 26 manholes and odor mitigation measures for 95th Avenue and Camelback Road. Approximately nine separate sites included anticipated to be delivered in three separate construction packages. Construction Administration Services as identified will be an amendment to this contract..

1.2 Construction Budget. The proposed construction budget for this Project is approximately five million dollars ($5,000,000). Design Professional fees, land acquisition costs, parking relocation reserve costs and other similar costs are not part of the project construction budget.

Construction budget is estimate only.

Section 2 Construction Manager at Risk Services.

2.1 The services of the Construction Management at Risk (CM@Risk) are anticipated to begin in May of 2027, with a GMP anticipated to be submitted prior to TBD.

Section 3 Project Schedule / Schedule of Milestones.

3.1 Below is a list of preliminary dates for completion of each subphase of this project. Delivery of all documents and services by DP for each subphase are required as follows:

a) Program Development Subphase	N/A
b) Conceptual Design Subphase	N/A
c) Schematic Design Subphase	N/A
d) Design Development Subphase	October 9, 2026
e) 50% Construction Documents/ GMP-Setting Documents Subphase	3 phases approximately November 2026; May 2027; October 2027
f) 100% Construction Documents Subphase	3 phases approximately January 2027; July 2027; December 2027
g) Construction Administration Subphase	3 phases approximately July 2027; January 2028; June 2028
h) Closeout Subphase	3 phases approximately September

2027; February 2028; August 2028

i) Warranty Subphase 3 phases approximately July 2029; January 2030; June 2030

3.2 DP shall inform Owner in writing as soon as possible, at any time during the project, of any expected delays to any subphase completion dates.

Section 4 Professional Services Requirements.

4.1 General Information.

4.1.1 The proposal for DP services shall include the requirements for all services described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition), and this "Exhibit A - Scope of Services for Design Professional".

4.2 Investigation of Existing Conditions.

4.2.1 DP shall review any available record documents / as-built drawings at City of Glendale offices relative to the existing site, building and adjacent utility infrastructure. Copies of pertinent drawings, if available, will be provided by the Owner for the use of and when requested by the DP.

4.2.2 DP shall review any available record documents / as-built drawings at the City, County, other municipalities, utility companies, and other similar agencies relative to existing site conditions.

4.2.3 DP shall perform site visits to verify adequacy of record drawings/as-built drawings for use in site demolition and design documentation.

4.3 Meetings and Communication.

4.3.1 DP shall be responsible for including ample time and travel in their fee proposal to address the meeting requirements described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) and this "Exhibit A - Scope of Services for Design Professional" for this project. This project is an important project for City of Glendale and will require a generous amount of meetings for the DP to gain input, and for all stakeholders, as described below, to share information and maintain a clear understanding of project and the process. DP will attend the meetings with the following:

a) Owner Project Management staff and the user department to determine specific user requirements, to review project progress, and to engage in an exchange of ideas for the purpose of developing the project design.

b) Community representatives to continue established inclusive and supportive relationships.

c) Owner Project Management staff, CM@Risk and user representatives for coordination meetings during all project phases, design through construction. Meetings will be held

weekly unless waived in writing by the Owner.

4.3.2 All communications on the project shall be with designated Owner Project Manager. Any meetings or communication with other Owner representatives shall be coordinated through the Owner Project Manager. In the event that the Owner Project Manager is not able to attend a meeting between DP and other representatives, the DP shall provide in writing to the Owner Project Manager minutes of the items discussed, actions required, or any other documents reasonably requested by the Owner, to keep the Owner Project Manager informed of any discussions held.

4.3.3 At a minimum, the following meetings shall have DP involvement. Responsibility to lead the meeting or issue meeting minutes is noted. Additional meetings may be required by Owner, or required as a normal course of business, and shall not be additionally compensated by the Owner to the DP unless agreed to in advance in writing by the Owner, and unless the scope of such meetings could not have reasonably been expected given the scope of the project.

Meeting	Lead	Frequency	Issue Minutes
Kickoff	Owner	Once	DP
Partnering	Owner	As Needed	Facilitator
OAC – Design Phase	DP	TBD	DP
Deliverables Format	DP	TBD	DP
Presentation of Subphase Deliverables to User Groups	DP	TBD	DP
Plan Review	Owner	As Needed	DP
Commissioning	DP	As Needed	CM@Risk
GMP-Setting	Owner	As Needed	DP
Pre-Construction	Owner	As Needed	DP
OAC – Construction Phase	CM@Risk	Weekley	CM@Risk
Pre-installation	CM@Risk	As Needed	CM@Risk
Design Related Subject – Before 100% CD Set	DP	As Needed	DP
Design Related Subject – After 100% CD Set	DP	As Needed	CM@Risk
Closeout	Owner	Once	CM@Risk
Others as required by Owner	TBD	As Needed	DP

4.4 Design Responsibilities.

4.4.1 The design of this Project should create an appropriate identity for the City of Glendale that uplift and enhance while respecting the context of the adjacent buildings and the surrounding vocabulary of architectural language.

The design intent of this project is for rehabilitation of approximately 5,660 feet of 8 to 10-inch diameter sanitary sewer pipe and 26 manholes that are in various stages of deterioration due primarily to system age. Additional intent is for the mitigation of odors near the Westgate area as defined in the consultant Scope of Work - Exhibit B.

4.4.2 The DP shall consult with the Owner on all aspects of the design through the Owner

Project Manager, as well as with other Owner entities.

4.4.2.1 It is the DP's responsibility to schedule, lead, present, document, and otherwise manage all meetings associated with the design of the project.

4.4.2.2 The design of the project is the responsibility of the DP, based upon its professional expertise, augmented by direction and input received from Owner personnel and the CM@Risk under contract to the Owner.

4.4.2.3 Reserved.

4.4.2.4 DP shall prepare and provide all documents in a form necessary for Owner to obtain any and all approvals required for approval of design and completed construction by all governmental authorities having jurisdiction over the Project and/or designated by the Owner. DP shall be responsible for coordination with the governing jurisdiction as follows:

1) The project utilities will serve by the Project.
2) The City Building & Safety Department and Fire Department will be responsible for building permitting, and fire sprinkler and fire alarm systems.
   a) The Owner's Project Manager will submit documentation to the departments for Building Permits.
   b) The CM@Risk will submit Fire Alarm and Fire Sprinkler Shop Drawings to the appropriate City Departments (Building & Safety Department and Fire Department) for installation permits.
3) The Owner will provide design review and construction inspection.
4) Local zoning and ordinances will apply. The Owner will provide site development guidelines specific to this project.

Owner will coordinate submittal and payment for City utilities connection fees

4.4.2.5 DP shall design the project in such a manner that the completion of project is in compliance with the City of Glendale Building and Fire Codes.

4.4.2.6 Accessibility Guidelines: In addition to any requirements in the City Codes, incorporate the guidelines listed below:

Governing Regulation: Department of Justice Regulations for Title II (28 CFR 35) and Title III (28 CFR 36) of the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments of 2008.

Governing Regulation: Arizona Civil Rights Act, ARS Title 41, Article 41-1401 *et. seq.*

Americans with Disabilities Act Standards for Accessible Design (ADASAD), dated September 15, 2010.

If a conflict arises between City Code and regulation references, Owner will make a determination in consultation with the Project Team.

4.4.2.1 Occupational Safety Guidelines: In addition to any requirements in the

City Code incorporate the guidelines listed below:

Occupational Safety and Health Administration (OSHA) Regulations 29 CFR 1910 (General Industry Regulations) and 29 CFR 1926 (Construction Regulations)

4.4.3 DP is responsible for obtaining coordination of design by all applicable professional disciplines including, but not limited to:

a) Complete civil (including surveying & drainage analysis)
b) Architectural
c) Acoustical
d) Landscaping (including irrigation)
e) Structural
f) Mechanical
g) Plumbing (including the performance design and specification of the addressable fire sprinkler system along with the architectural control of fire sprinkler head locations)
h) Electrical engineering (including telecommunications, fire alarm, and audio/visual systems)
i) Interior design (including FF&E)
j) Cost estimating

4.4.4 DP is responsible for incorporating accessible design principles to ensure that the completed facility provides full, equal, and unrestricted access to all users.

4.4.5 DP is responsible for sustainable and environmentally responsible design.

1) Design shall be responsive to the climate and environment in a way that minimizes energy consumption, yet creates a comfortable environment for staff and visitors.
2) Design shall demonstrate an understanding of the setting, both environmentally and as part of a campus fabric.
3) Facility shall be an exhibit of sustainability achievement in this climate.
    a) Minimum USGBC LEED Silver certification.
        i) DP shall provide LEED application processing through USGBC. The Owner shall be listed as the "Applicant" under the USGBC website application, and shall have access to the entire submittal form to ensure ownership and access to documentation at all times (including archived documentation).

NOTE: Section not applicable to this sewer infrastructure project

4.4.6 DP is responsible for preparing a Life Cycle Cost Analysis.

a) Base and alternate design building envelope systems.
b) Base and alternate design Mechanical, Plumbing, and Electrical systems.
c) Total Cost of Ownership based on Statement of Probable Construction Cost and Life Cycle Cost Analyses.

d) Provide Life Cycle Cost Analysis with Program, Conceptual Design, Schematic Design, and Design Development Phase submittals

NOTE: Section not applicable to this sewer infrastructure project

4.4.7 DP is responsible for preparing an Energy Model.

a) One as required for LEED certification.
b) Additional energy model that demonstrates anticipated performance in energy unit measures, and as compared to DSS system requirements.
c) Provide Energy Model with Program, Schematic Design, and Design Development Phase submittals

NOTE: Section not applicable to this sewer infrastructure project

4.4.8 DP is responsible for preparing a Hydrology Report.

a) Provide hydrology report / stormwater mitigation report with Program, Schematic Design, Design Development, and Construction Documents Phase submittals

NOTE: Section not applicable to this sewer infrastructure project

4.4.9 DP shall coordinate with the Arizona SHPO for projects in buildings listed on the National Register of Historic Places.

NOTE: Section not applicable to this sewer infrastructure project

4.4.10 DP shall provide a Geotechnical Investigation Report , including professional recommendations regarding local conditions, accompanied by test borings or test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, and chemical, mechanical, laboratory or other tests.

4.4.11 DP shall provide a Project Survey to meet the requirements outlined below. Provide the survey as part of the Deliverables package, and as a stand-alone AutoCAD file.

a) The City of Glendale's goal is to allow conventional ground surveys to proceed in a way that does not confuse the resulting measurements with State Plane values, while at the same time allowing an easy method for drawings/surveys to be translated back into their state plane position.
b) The surveyor's drawing layer containing survey monuments should be maintained as a layer within the architectural site plan (or whichever drawing is used as the common base plan to which all other design drawings are referenced)

NOTE: Section not applicable to this sewer infrastructure project

4.5 Furniture, Fixtures and Equipment Design.

NOTE: Section not applicable to this sewer infrastructure project

DESIGN OF FF&E BY DP AND OUTSIDE VENDORS:

4.5.1 The DP shall provide interior design services and documentation at each phase of the project for Owner review and approval. Unless otherwise indicated, FF&E will be procured and installed under a separate contract independent of the contract for construction.

4.5.2 FF&E may be selected within cost categories given the standard office and modular furniture categories (office system workstation/chairs/files, waiting area furniture, etc.). Within these categories, appropriate selections will be made for the project, in collaboration with the Owner

Project Manager with input from a representative of the City Facilities Management Department. The only competitively bid, performance specification-based FF&E will be that which the DP recommends, and that may be determined appropriate for specific functions not covered by Agreement. In such case, the DP shall prepare a complete Bid Package set that will be used by Owner to request proposals from FF&E vendors.

4.5.3 Reserved.

4.5.4 During the Conceptual Design Phase, the DP shall meet with Owner Project Manager and appropriate user groups to define the project's FF&E requirements and budgetary goals, including assessment of existing FF&E to be relocated and new FF&E to be procured. The DP shall, in collaboration with Owner Project Manager, coordinate with vendors on FF&E selections, availability and pricing. The DP shall provide a conceptual FF&E Budget inclusive of all items required to furnish the building and allow it to be functional (items identified as OPCI (Owner Provided Contractor Installed) or OPOI (Owner Provided Owner Installed). Conceptual level floor plans will be developed reflecting decisions reached with the Owner on relocated and new FF&E, and reflecting the approved FF&E budget.

4.5.5 At the Schematic Design Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing, and shall provide for Owner's approval preliminary FF&E layout plans, individual FF&E item selection and a Schematic FF&E Budget.

4.5.6 During the Design Development Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing, and shall be responsible for producing final FF&E layout plans, final FF&E selections, and final FF&E Budget.

4.5.7 During the 100% Construction Documents Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing. DP shall prepare final FF&E documents for Owner review and approval, as follows:

a) FF&E plans graphically shall show: the scaled relationship of all FF&E for all rooms, room numbers, and individual FF&E Item reference numbers.

b) FF&E Item List and Budget Spreadsheet shall reference: Department, Room Name, Room Number, Item Reference Number, Item Description, Item Specification Sheet, Vendor, Quantity, Net Price, and Extension of pricing for Items and subtotals for each Room. Provide separate spreadsheets sorting FF&E Item List and Budget by Vendor. Each spreadsheet shall include lines for freight, delivery, installation and tax.

c) Item Specification Sheet (for each category of item) shall list: Vendor, Manufacturer, Description, Model Number, Size, Quantity, Location(s), Special Notes, List Price, Discount, Net Price, Material Finish, and graphic representation of item.

d) Approved material finish samples in acetate sleeves shall list the following information: FF&E Item reference number(s), Vendor, Manufacturer and color

or material name or number.

e) Vendor Data Sheet shall list: company names, addresses, phone/fax numbers, and primary contact.

The DP shall ensure that final FF&E layouts are fully coordinated with architectural, structural, mechanical (HVAC devices locations), telecommunication (data jacks), fire alarm and electrical (light fixtures, receptacles and light switches) design to assure the compatibility of the FF&E with the building power, lighting and other systems, prevent conflicts and ensure that all power and telecommunications outlets are provided as appropriate.

4.5.8 During the Construction Administration phase, DP shall prepare final FF&E documents as follows:

a) DP shall review FF&E shop drawings and submittals for conformance with final FF&E Documents.

b) DP shall coordinate with selected vendors to establish a delivery and installation schedule, and DP shall monitor and verify that the CM@Risk is on schedule to reach Substantial Completion as identified in the Contract Documents.

c) DP shall observe, as required, the installation of the FF&E and develop a punch list of incomplete or incorrect work requiring the Vendor's attention.

d) DP shall review the completion of all punch list items to establish the Date of Final Completion.

DESIGN OF FF&E BY DP & OUTSIDE VENDORS:

4.5.1 The DP shall provide interior design services and documentation at each phase of the project for Owner review and approval. Unless otherwise indicated, FF&E will be procured and installed under a separate contract independent of the contract for construction.

4.5.2 Furniture system will be selected within the available cost categories (linking agreement) given the standard office and modular furniture categories (office system workstation/chairs/files, waiting area furniture, etc.). Within these categories, appropriate selections will be made for the project, in collaboration with the Owner Project Manager, and coordination with such selected vendors shall be started as early as possible during design. Outside FF&E vendors will be selected through a formal RFP process. In such case, the DP shall prepare a complete Bid Package set that will be used by Owner to request proposals from Furnishing and Equipment vendors.

4.5.3 Reserved.

4.5.4 During the Conceptual Design Phase, the DP shall meet with Owner Project Manager (and as appropriate, the City's Facilities Management Representative) and appropriate user groups to define the project's FF&E requirements and budgetary goals, including assessment

of existing FF&E to be relocated and new FF&E to be procured. The DP shall, in collaboration with Owner Project Manager, coordinate with vendors on FF&E selections, availability and pricing. Conceptual level floor plans will be developed reflecting decisions reached with the Owner on relocated and new FF&E, and reflecting the approved FF&E budget.

4.5.5 At the Schematic Design Phase, the DP shall provide for Owner approval preliminary FF&E layout plans, individual FF&E item selection and pricing, and shall coordinate with vendors on FF&E selections, availability and pricing.

4.5.6 During the Design Development Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing and shall be responsible for producing final FF&E layout plans, final FF&E selections, and final FF&E budget.

4.5.7 During the 100% Construction Documents Phase, the DP shall submit the final FF&E documents for Owner review and approval, and shall coordinate with vendors on FF&E selections, availability and pricing. During the Construction Documents phase, DP shall prepare final FF&E documents as follows:

a) FF&E plans graphically shall show: the scaled relationship of all FF&E for all rooms, room numbers, and individual FF&E Item Reference Numbers.

b) FF&E Item List and Budget Spreadsheet shall reference: Department, Room Name, Room Number, Item Reference Number, Item Description, Item Specification Sheet, Vendor, Quantity, Net Price, and Extension of pricing for Items and subtotals for each Room. Provide separate spreadsheets sorting FF&E Item List and Budget by Vendor. Each spreadsheet shall include lines for freight, delivery, installation and tax.

c) Item Specification Sheet (for each category of item) shall list: Vendor, Manufacturer, Description, Model Number, Size, Quantity, Location(s), Special Notes, List Price, Discount, Net Price, Material Finish, and graphic representation of item.

d) Approved material finish samples in acetate sleeves shall list the following information: FF&E Item reference number(s), Vendor, Manufacturer and color or material name or number.

e) Vendor Data Sheet shall list: company names, addresses, phone/fax numbers, and primary contact.

The DP shall ensure that final FF&E layouts are fully coordinated with architectural, structural, mechanical (HVAC devices locations), telecommunication (data jacks), fire alarm and electrical (light fixtures, receptacles and light switches) design to assure the compatibility of the FF&E with the building power, lighting and other systems, prevent conflicts and ensure that all power and telecommunications outlets are provided as appropriate.

4.5.8 During the Construction Administration phase, DP shall prepare final FF&E

documents as follows:

a) DP shall review FF&E shop drawings and submittals for conformance with final FF&E Documents.

b) DP shall coordinate with selected vendors to establish a delivery and installation schedule, and DP shall monitor and verify that the CM@Risk is on schedule to reach Substantial Completion as identified in the Contract Documents.

c) DP shall observe, as required, the installation of the FF&E and develop a punch list of incomplete or incorrect work requiring the Vendor's attention.

d) DP shall review the completion of all punch list items to establish the Date of Final Completion.

4.5.9 Owner FF&E purchasing requirements are as follows:

The City's Engineering Department, in conjunction with the Purchasing Department, will write and issue all Purchase Orders. The Vendor will be responsible for coordinating all orders with the manufacturer and the City, including product tracking, delivery, offloading, inspecting, installation, and service.

During the Construction Phase, the DP will be responsible for coordinating with the Owner, FF&E Vendor, and CM@Risk, the scheduled delivery of FF&E, the off- loading and inspection of delivered FF&E. The actual offloading and installation of FF&E will be by the Vendor. Following installation of FF&E, the consultant will be responsible for inspecting and punch-list of final installation and in securing all FF&E close-out documentation, including any applicable warranty, maintenance, and product guarantee material.

4.6 Design Review Submittals.

4.6.1 The DP shall provide submittals for the following project phases for review by the Owner:

a) Program Development Submittal
b) Conceptual Design Submittal
c) Schematic Design Submittal
d) Design Development Submittal
e) 50% Construction Documents / GMP Setting Submittal
f) 100% Construction Documents Submittal

Refer to "Attachment No. 1 - Design Professional Deliverables" at the end of the Scope of Services for detailed descriptions of Design Phase Submittals.

NOTE: Design entials 60%. 90% and 100% design review documents including necessary approval by Development Services.

4.6.2 The Owner will prepare written Plan Review comments, which can be written comments on DP-provided review documents. As part of each project subphase submittal, the DP shall prepare written responses to these comments. To ensure that all issues are fully understood

and resolved, responses shall be submitted to the Owner as soon as possible after receipt by the DP. The DP will not be authorized to proceed into the next subphase of the project until all comment responses have been reviewed and accepted by the Owner. Specific Owner review processes are as follows:

4.6.3 Reserved.

4.6.4 Reserved.

4.7 Design Phase Services and Documents.

4.7.1 General Information.

4.7.1.1 DP shall provide thorough coordination and review, and place professional seal on all documents.

4.7.1.2 DP is responsible for production of complete Drawings and Specifications, and assembly of the Project Manual, including a cover for each. Document covers shall include the Owner project name and number and date.

4.7.1.3 Drawings shall be prepared on the DP's own sheets, with Owner Project Number on all sheets. DP shall conform to the Owner drawing requirements listed in "Attachment 1 - Design Professional Deliverables". Specifications shall be prepared by the DP using CSI format, with City Project Number on all pages.

4.7.1.4 Reserved.

4.7.1.5 As part of Basic Services, project documents will be produced using computer aided design and drafting (CADD) software. Refer to "Attachment 1 - Design Professional Deliverables" in this "Exhibit A - Scope of Services for Design Professional" for drawing format, plotting requirements and submittal requirements.

4.7.1.6 The DP and CM@Risk shall coordinate the format to be used for each subphase estimating effort (Probable Construction Cost by DP and Estimate of Construction Cost by CM@Risk) to ensure that comparable formats are being used, and to ensure that differences between the two estimates are reconcilable. Differences between the DP and CM@Risk estimates must be reconcilable to the lowest level of detail of the estimate.

4.7.1.7 [OPTIONAL BUT RECOMMENDED] DP shall provide LEED application processing through USGBC. The Owner shall be listed as the "Applicant" under the USGBC website application, and shall have access to the entire submittal form to ensure ownership and access to documentation at all times (including archived documentation).

4.7.1.8 If applicable DP shall cooperate with Mechanical, Electrical and Plumbing ("MEP") testing and balancing (commissioning) consultant.

4.7.1.9 Reserved.

4.7.1.10 Reserved

4.7.2 Program Development Subphase Submittal - The DP shall provide services / deliverables as follows:

NOTE: As identified Scope and Fee proposal dated May 22, 2026.

4.7.2.1 Reserved.

4.7.2.2 After reviewing the Project Criteria, the DP shall meet with the Owner and identified facilities users to gain an in depth understanding of Project needs and provide initial feedback to all attendees.

4.7.2.3 The Project Program shall consist of a detailed written report on the following subject matter:

a) Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
b) Required relationships of spaces to other spaces.
c) Required utility services for all spaces and investigations into available utilities.
d) Environmental requirements of all spaces.
e) Traffic/circulation requirements within and without the building. Building service requirements.
f) Tabulation of all net assignable areas.
g) Explanation of probable non-assignable required areas.
h) Calculation of probable gross buildings area(s).
i) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
j) Site analysis, including utilities, circulation, service, orientation adjacent structures, etc.
k) Energy Model for base and alternate building orientation and building envelope materials.
l) Storm Water Management Analysis and Plan.
m) Proposed LEED Score card for the Design (LEED Silver minimum requirement).
n) Life Cycle Cost Analysis for base and alternate design building envelope materials.
o) Life Cycle Cost Analysis for base and alternate design Mechanical / Electrical / Plumbing Systems.
p) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses;
q) Review of CM@Risk Value Analysis, Constructability and Bidability submissions.

r) Provide budget estimates of FF&E.

4.7.2.4 Provide an estimate of Probable Construction Cost, "Level One". Assist the Owner in the analysis of the probable cost of the Project, based upon unit costs and/or systems involved, and make mutually agreed changes to the design concept to maintain the cost of the Project within the established budget. The DP shall reconcile the estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for costs of construction Work before the Conceptual Design Subphase as defined below may begin. Design Professional and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of Design Professional's estimate to assure the Owner that the project cost is within the designated budget.

4.7.3 Conceptual Design Subphase Submittal - The DP shall provide services / deliverables as follows:

NOTE: Section not applicable to this sewer infrastructure project.

4.7.3.1 A minimum of three distinctly different concepts shall be presented to the Owner before proceeding with final schematic documents. These concepts are to communicate site, functional and massing relationships. The concepts may be presented in diagrammatic form.

4.7.3.2 Include with each concept the approximate net assignable to gross area efficiency factors.

4.7.3.3 Include with each concept a code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.

4.7.3.4 Include with each concept a Probable Construction Cost estimate, "Level Two". The DP shall reconcile the estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for costs of construction Work before the Schematic Design Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of DP's estimate to assure the Owner that the project cost is within the designated budget.

4.7.3.5 Include with each concept a Total Cost of Ownership Analysis.

4.7.4 Schematic Design Subphase Submittal - The DP shall provide services / deliverables as follows:

NOTE: As identified Scope and Fee proposal dated May 22, 2026.

4.7.4.1 The DP shall review the Project Program and the approved Conceptual Design with the Owner and the CM@Risk, solicit and receive comments and recommendations from the CM@Risk and the Owner, confirm the Owner's and the CM@Risk's understanding of the subject matter, determine any additional, modified or alternative requirements, and obtain the Owner's approval.

4.7.4.2 The DP shall provide the Owner with a preliminary evaluation of the requirements of the Project based on the Owner's budget.

4.7.4.3 The DP shall review with the Owner and the CM@Risk alternate methods and approaches to the design and construction of the Project and recommend the approach and jointly decide with the Owner and the CM@Risk the method best suited to the Owner's requirements and the Project.

4.7.4.4 Based upon the Project Program, the approved Conceptual Design, the discussions with the Owner and the CM@Risk, the amount within the Owner's Program Budget available for costs of the construction Work, the surveys, and the soils reports, the DP shall prepare Schematic Design Documents which will consist of drawings and other documents depicting the scale and relationship of Project components, for review with the Owner and the CM@Risk and for the Owner's approval.

4.7.4.5 Reserved.

4.7.4.6 The Schematic Design Documents shall consist of at least the following.

a) Preliminary site plan (1"=20'-0") showing walks, parking drives, landscaped areas, drainage, retention and detention areas.
b) Project survey. NOTE:as identified Scope and Fee proposal dated May 22, 2026.
c) Geotechnical Report including soil boring data & consultant's foundation recommendations. NOTE: as identified Scope and Fee proposal dated May 22, 2026.
d) Schematic floor plans, 1/4" = 1'-0".
    1) New work, all floor levels including walls, doors, windows equipment, furniture, location of plumbing fixtures, and structural grid.
    2) Remodeled areas of existing buildings, if any, including demolition.
    3) Existing building drawings for remodeled areas.
e) Reflected ceiling plan (if any special or unique features).
f) Exterior elevations, showing mechanical equipment.
g) Diagrammatic building sections, each direction through building with structure indicated.
h) Typical wall sections to show materials, relationships, and construction intent, including structure.

i) Room materials list and equipment outline.
j) Narrative of design rationale, code analysis, design load assumptions, and proposed structural systems together with justification of selected system.
k) Narrative of design rationale and demand assumptions, and descriptions of proposed mechanical system(s), electrical system(s), landscape irrigation system(s), and special system(s).
l) Preliminary mechanical equipment room layouts (major equipment only).
m) Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram including preliminary size and location of connection to utility supply.
n) Plumbing water and sewer main sizing with point of connection to public systems.
o) Fire protection hazard classification of system and preliminary size of supply main and identification of source location.
p) Preliminary one-line electrical distribution diagrams with preliminary load and service sources identified.
q) Preliminary Draft of Project Manual including outline specifications.
r) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
s) Structural, mechanical, electrical, and other calculations used by the DP as a basis for design, appropriate to the Schematic Design level.
t) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
u) Schematic presentation shall include a rough model, and sketch perspectives of both the exterior and major interior features.
v) Communications and data transmission system infrastructure.
w) Energy Model for base and alternate building orientation and building envelope materials.
x) Storm Water Management Analysis and Plan.
y) Proposed LEED Score card for the Design (LEED Silver minimum requirement) – shall include checklist and strategy.
z) Life Cycle Cost Analysis for base and alternate design building envelop materials.
aa) Life Cycle Cost Analysis for base and alternate designs, for Mechanical / Electrical / Plumbing Systems.
bb) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses.
cc) Review of CM@Risk Value Analysis, Constructability and Bidability submission.
dd) Provide budget estimates of FF&E.

4.7.4.7 Provide an estimate of Probable Construction Cost, "Level Three" based on the foregoing, with area breakdowns (net and gross) and analysis. The DP shall reconcile the

estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for costs of construction Work before the Design Development Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of DP's estimate to assure the Owner that the project cost is within the designated budget.

4.7.5 Design Development Subphase Submittal - The DP shall provide services / deliverables as follows:

60%, 90% and 100% desgin documents thru approval by Development Services

4.7.5.1 Based on the Schematic Design Documents and any amendments approved by the Owner in the Program or the Project Budget, the DP shall prepare Design Development Documents for review with the Owner and the CM@Risk and for the Owner's approval, consisting of drawings and other documents to delineate, and define the general design of the entire Project, including size and character as to architectural, structural, mechanical and electrical systems, materials, and any other Project elements as may be appropriate.

4.7.5.2 The Design Development Subphase Documents shall consist of at least the following:

a) Site survey and annotated site survey showing items for demolition, removal or relocation.
b) Site Plan:
    1) Contours/grading
    2) Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions)
    3) Retaining walls
    4) Notation of existing memorial trees, plaques and any other marked items
c) Landscape plan:
    1) Planting plan
    2) Plant materials schedule
    3) Point of connection for power and water, and demand for each
d) Seismic Analysis based on IBC Code Requirements.
e) Foundation plans
    1) Footing and foundation sizes, reinforcing, elevations
    2) Below grade concrete wall thickness
    3) Waterproofing, dampproofing, and drainage
f) Structural framing plans:
    1) Horizontal and vertical member size, sample reinforcing
    2) Typical floor and roof details, thickness
    3) Typical exterior wall supports, bracing, ties, reinforcing

4) Lateral bracing methods, location
5) Fireproofing - NFPA designation
6) Vibration isolation or other special details
7) Design live and dead loads tabulated for all floors, areas, roofs

g) Exterior wall elevations, all planes.
h) Typical wall sections.
i) Typical roofing and flashing details.
j) Floor plans, all levels and roofs:
1) Partition type identification
2) Smoke and fire compartmentation
3) Built-ins and fixed equipment shown and noted
4) 1/4" scale furniture and movable equipment layouts, for ALL spaces

k) Reflected ceiling plan:
1) Lights, diffusers, grilles, sprinkler heads and unusual conditions

l) Stair and elevator details and types.
m) Room finish and door schedules for all areas/spaces.
n) Miscellaneous specialties and equipment schedule.
o) Fixed equipment schedule, locations, and service requirements.
p) Plumbing systems:
1) Fixture schedule, locations
2) Equipment schedule, locations
3) Water piping, locations (sizes for pipes larger than 1")
4) Waste piping, locations (sizes for pipes larger than 4")

q) Roof drainage system, locations, and key sizes.
r) Fire protection systems:
1) Location of check valves, building entrance, riser and drain
2) Provide system performance design criteria

s) Mechanical systems:
1) Equipment schedule, locations, sizes, types
2) Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams
3) Supply, return, and exhaust duct layout

t) HVAC piping, locations, and sizes for pipes larger than 1"
u) Power distribution diagram:
1) Power distribution equipment schedule, locations
2) Feeder sizes
3) Emergency generator size, location
4) Uninterruptible power supply equipment size and location, if required
5) Grounding, standard details
6) Load calculations

v) Interior electrical plans:
1) Fixture and switch locations with identification
2) Typical receptacle and power outlet locations
3) Special requirements noted

w) Motor control schedule with starter and circuit sizing.
x) Communication, data transmission and alarm systems.
y) Current update of Project Manual including Project specifications.
z) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
aa) Structural, mechanical, electrical, and other calculations used by the DP as a basis for design, appropriate to the Design Development level.
bb) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
cc) Materials and color boards, exterior and interior.
dd) Cut sheets of all plumbing, mechanical, electrical, and other special fixtures and equipment.
ee) Energy Model for base and alternate building orientation and building envelope materials.
ff) Storm Water Management Analysis and Plan.
gg) Proposed LEED Score card for the Design (LEED Silver minimum requirement) – shall include checklist and strategy.
hh) Life Cycle Cost Analysis for base and alternate design building envelope materials.
ii) Life Cycle Cost Analysis for base and alternate design Mechanical / Electrical / Plumbing Systems.
jj) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses.
kk) Preliminary SWPPP, regardless of site size.
ll) Review of CM@Risk Value Analysis, Constructability and Bidability submissions.
mm) Provide budget estimates of FF&E.

4.7.5.3 The DP shall work in a collaborative manner with the CM@Risk in developing items defined above.

4.7.5.4 Provide an estimate of Probable Construction Cost, "Level Four", for the Design Development Subphase, including all proposed optional price items and cash allowances. The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of the construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for construction Work before the Construction Documents Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of DP's estimate to assure the Owner that the project cost is within the designated budget. No additional services expenses will

be charged to the Owner by the DP to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5%. Efforts to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5% shall not be considered an acceptable Project delay by the Owner.

4.7.6 50% Construction Documents / GMP-Setting Subphase Submittal - The DP shall provide services / deliverables as follows:

60%, 90% and 100% design documents thru approval by Development Services

4.7.6.1 The Owner, with advice from the DP and CM@R, will establish the point in the development of the design and the corresponding Probable Construction Cost that the GMP will be established. The DP will provide a set of Design Documents and specifications that represent the current state of design for the project and that the CM@Risk will use to establish the GMP. This 50% Construction Documents / GMP-Setting Subphase Submittal shall address the list of deliverables described in the Design Development Subphase Submittal. It is anticipated that the 50% Construction Documents / GMP-Setting Subphase Submittal will be delivered during the Design Development Subphase.

4.7.6.2 The DP shall respond to questions and provide design document clarification to the Owner and the CM@Risk as required to ensure accurate GMP assumptions. The DP shall participate in a GMP-Setting coordination meeting with the CM@Risk, and shall validate or identify inconsistencies within the CM@Risk's set of GMP Assumptions.

4.7.6.3 The DP shall prepare additional supplementary instructions (ASIs) as required. The DP shall provide original sealed copy to TBD when retained and copy to CM@Risk.

4.7.6.4 Provide an estimate of Probable Construction Cost, "Level Five", for the 50% Construction Documents / GMP Setting Subphase Submittal, including all proposed optional price items and cash allowances. The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the Guaranteed Maximum Price (GMP) as developed by the CM@Risk for the work defined in the GMP-Setting Documents and with the amount within Owner's Project Budget available for costs of the construction Work. No additional services expenses will be charged to the Owner by the DP to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5%. Efforts to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5% shall not be considered an acceptable Project delay by the Owner.

4.7.6.5 If the Work is intended to be done in Phases with Multiple Bid Packages and some Phases are intended to start after the GMP is established but before all of the Construction Documents are complete, the DP's stamp shall be affixed to the documents for those initial Phases of the Work only after Owner review and incorporation of all final comments.

4.7.6.6 Permits are required as follows: Any permits required shall be submitted through the City of Glendale.

4.7.7 Construction Documents Subphase Submittal - The DP shall provide services /

deliverables as follows:

60%, 90% and 100% design documents thru approval by Development Services including applicable CMAR constructability reviews

4.7.7.1 Based upon the approved Design Development Documents (DDs) and any further amendments of any kind approved by the Owner, the DP shall prepare detailed Construction Documents (CDs) setting forth the requirements for the construction of the entire Project, including complete Bid Documents, Drawings, Specifications and a revised estimate of Probable Construction Cost. The DP must be aware of, and conform with, the order of precedence provisions contained in the CM@Risk Agreement except as provided in this Paragraph. The Construction Documents are subject to review and approval by the Owner. The Construction Documents shall consist of at least the following:

4.7.7.2 The DP shall provide fully updated versions of the deliverable documents listed in the Design Development Subphase Submittal list, reflecting 100% complete drawings, checked and coordinated with all sub-consultants and Owner consultants.

4.7.7.3 Specifications.

a) All sections complete and edited project specific.
b) Written descriptions of all options (alternates), allowances, unit prices, and special construction scheduling requirements.
c) Table of contents for technical sections.
d) Schedule of drawing.

4.7.7.4 Final code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.

4.7.7.5 Final structural, mechanical, electrical, acoustical, vibration, lighting and other calculations used by the Design Professional as a basis for design.

4.7.7.6 Cut sheets for final selection of all equipment.

4.7.7.7 Final material and color boards.

4.7.7.8 Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.

4.7.7.9 Final Submittal shall include all bidding documents, ready for reproduction, with all final comments from the Construction Documents submittal resolved.

4.7.7.10 DP's stamp shall be affixed to documents only after Owner review of the Construction Documents submittal and incorporation of all final comments.

4.7.7.11 Master plan/expansion information to inform future project planning teams.

4.7.7.12 Provide an estimate of Probable Construction Cost, "Level Five", for the Construction Documents phase, including all proposed optional price items and cash allowances. The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the Guaranteed Maximum Price (GMP) as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of the construction Work.

4.7.7.13 Permits are required as follows: All design documentation and associated coordination required for governmental agency and utility providers plan review, approval, permitting and determination of the amount of fees to be paid are the responsibility of the DP. Permits required, associated agency coordination, and fees assessed to the project specifically associated with means and methods of construction phase work are the responsibility of the CM@R. Plan review and permit fees paid to governmental agencies by Owner through DP or CM@Risk will be the actual amount assessed by the agency and without DP or CM@Risk mark-up.

4.8 Construction Phase Services and Documents.

4.8.1 Construction Administration Subphase.

4.8.1.1 Although activities in the Design Phase will not be complete and although the Design Phase will not end until the Design Phase activities are complete, the Construction Administration subphase (CA) shall commence with the Owner's acceptance of the final GMP and issuance of a Notice-to-Proceed with Construction or, if the Owner elects to proceed on a different delivery method determined by the Owner, award of the construction contract.

4.8.1.2 The DP shall review the CM@Risk project schedule submittal which reflects Project completion. CM@Risk shall continue to revise and submit said schedule until it is satisfactory in form to DP and acceptable to Owner.

4.8.1.3 Reserved.

4.8.1.4 The DP shall have authority to act on behalf of the Owner only to the extent provided in this DP Agreement and the CM@Risk Agreement, unless otherwise agreed in writing. The DP shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts and/or omissions of the CM@Risk, any Contractor, any Subcontractor, or any other persons performing any of the Work.

4.8.1.5 At or near the commencement of the Construction Administration subphase, the Owner, CM@Risk and the DP will promptly schedule a Pre-Construction meeting to establish procedures for the Construction Phase of the Work, including, among other matters, expected handling of submittals and Owner Site activities schedules. In addition, the meeting shall include,

but not be limited to, discussions of key contract provisions, unresolved schedule coordination concerns, procedures for paperwork processes, inspections, and acceleration of work and any other items of importance based on the Project's specific attributes and goals.

4.8.1.6 The DP shall attend progress meetings, to address and resolve such matters as procedures, scheduling problems, work deficiencies, submittals, Requests For Information (RFI's), and/or other matters relating to the completion of the Project in accordance with the Construction Documents and the Section 4.8.1.2 progress schedule. Special meetings shall be held as requested by the Owner or deemed necessary by the DP. Written minutes shall be distributed to all attendees within two (2) business days after each regular meeting and any special meeting in accordance with the "Meetings and Communication" section of "Exhibit A - Scope of Services for Design Professional".

4.8.1.7 Upon receipt, the DP shall review the proposed Schedule of Values submitted by the CM@Risk, and promptly provide a written evaluation to the Owner with appropriate comments.

4.8.1.8 The DP shall make visits to the site at least once a week to be knowledgeable about the progress and quality of the Work and to determine if the Work is proceeding in accordance with the construction schedule and particularly the Project schedule set forth in section 2.3.1.2. On the basis of these on-site observations, the DP shall keep the Owner informed of the progress of the Work. Field administration and observation of the Work shall include the DP's Subconsultants. The DP shall require each Subconsultant to provide such field administration and observation as required.

4.8.1.9 Weekly Progress Reports, including an analysis of the quality, and progress of the Work and anticipated delays, shall be submitted by the DP to the Owner during the Construction Administration subphase. DP shall immediately advise the CM@Risk of any anticipated delays reported to Owner. All reports shall be based on the personal first hand observations by DP, its staff, and its Subconsultants. DP shall also review the CM@Risk's Monthly Status Reports to further inform the DP's Weekly Progress Reports to the Owner.

4.8.1.10 Using the Schedule of Values and based on the CM@Risk's progress payment applications in hand, the DP shall determine the progress amounts payable to the CM@Risk and shall certify progress for payments within seven (7) days after receipt of the CM@Risk's Payment Applications. Certificates for Payment will be issued only for Work that has actually been performed in accordance with the Construction Documents. Within seven (7) days after receipt of the CM@Risk's Payment Applications, the DP shall specify in writing to Owner any reasons for withholding Certificates for Payment, in full or in part, as set forth in the CM@Risk Agreement. Owner, along with the DP, will concurrently review CM@Risk's Payment Application and make final determination on withholding Certificates for Payment, in full or in part of Payment Applications.

4.8.1.11 The DP shall interpret the requirements of the Construction Documents. The DP shall render written interpretations within seven (7) calendar days of receipt of any written request from the Owner or the CM@Risk. The interpretations shall be consistent with the intent of and reasonably inferable from the Construction Documents. The DP shall review RFIs submitted by the CM@Risk. Submissions of RFIs by the CM@Risk shall be acted on and returned

to CM@Risk within seven (7) calendar days of receipt.

4.8.1.12 Within fourteen (14) calendar days following receipt of written notice of a claim or controversy between the Owner and the CM@Risk, the DP shall either request additional information from the Owner and/or CM@Risk regarding their position on the claim or issue an initial written determination. If the DP requests additional information as set forth herein, the DP shall issue an initial written determination within seven (7) calendar days after the DP receipt of such information.

4.8.1.13 The DP shall review and approve submittals, shop drawings, product data, samples, and other required submissions of the CM@Risk. Such submissions shall be approved only if they are in conformance with the design concept of the Project and in full compliance with Construction Documents. Submissions of CM@Risk shall be acted on and returned to CM@Risk within seven (7) days of receipt. If review and approval are not timely, the DP shall immediately notify the CM@Risk and the Owner in writing stating the reason for the delay. Resubmittal shall be acted on and returned to the CM@Risk within four (4) days, except on complex submittals with significant deficiencies, wherein the submittal turnaround time shall be within seven (7) days.

Each Submittal and Shop Drawing from the CM@Risk must be accompanied by a transmittal letter containing a list of the titles and numbers of the Shop Drawings. Each series shall be numbered consecutively for ready reference. Each Submittal and Shop Drawing shall be marked with the following information:

a) Date of Submission
b) Name of Project
c) Location of Project
d) Branch of Work (Specification Section)
e) Project Number
f) Name of Submitting CM@Risk
g) Name of Subcontractors
h) Revision Number

Submittals identified by Owner shall be submitted to Owner for its review concurrent with review of same by DP. During Construction Phase, CM@Risk shall promptly provide Owner with an electronic copy of all approved submittals.

4.8.1.14 The DP shall promptly review and analyze all requests for Change Orders or Amendments including any documents offered to substantiate such requests. The DP shall fully evaluate the merit and requested costs related to each Change Order Request, submit timely written recommendations to the Owner, and assist the Owner in negotiations of those Change Orders. DP shall indicate concurrence within seven (7) days by written signature on all final Change Orders or Amendments to CM@Risk Agreement. DP shall perform the foregoing for Contingency Use Authorizations and Allowance Use Authorizations, if requested by Owner.

4.8.1.15 The DP shall not direct changes to the Work without prior written consent

of the Owner. The DP may approve and direct minor changes in the Work provided those changes do not affect the project schedule or the GMP, and shall inform the Owner in writing in advance of such approvals or directions. Only the Owner may modify project schedule or make any changes that financially affect the Project.

4.8.1.16 The DP shall reject Work which, in the DP's opinion, does not conform to the Construction Documents, including applicable codes, statutes, or local or national standards, and shall notify the Owner and CM@Risk of the reasons for rejection. Prior to ordering or directing any special inspections or testing to confirm conformity of Work to the Construction Documents, the DP must obtain prior written approval of the Owner. The DP has authority to direct the CM@Risk to uncover portions of the Work, as provided in the General Conditions to the CM@Risk Agreement.

4.8.1.17 The DP shall notify the Owner if the CM@Risk refuses or fails to prosecute Work, or any part thereof, with such diligence as will ensure its completion within the project schedule, or fails to complete the Work within the project schedule, or refuses to correct defective Work. The DP shall immediately notify the Owner upon the DP becoming aware of the situation, and the DP shall promptly consult with the Owner to resolve design issues, if any, involved in the situation reported on.

4.8.1.18 The DP shall perform all other responsibilities necessary to carry out the general intent and specific provisions of this DP Agreement and to fulfill the DP's role under the CM@Risk Agreement or to obtain the full compliance by the CM@Risk with the CM@Risk Agreement.

4.8.1.19 The extent of the duties, responsibilities and limitations of authority of the DP as a representative of the Owner as defined herein shall not be modified or extended after the date of this DP Agreement without the written consent of the Owner.

4.8.2 Closeout Subphase.

4.8.2.1 DP shall give Owner its best advice as to scheduling of a date for a pre-closeout meeting and participate in such pre-closeout meeting.

4.8.2.2 DP shall promptly review all closeout documents provided by CM@Risk and will advise Owner within seven (7) days of deficiencies ascertained, if any.

4.8.2.3 DP shall promptly review As-Builts provided by CM@Risk for accuracy and will note any changes required in writing. With respect to any changes or corrections in the Work which are made subsequent to Substantial Completion, such revisions shall be submitted to the DP for approval prior to Final Payment to CM@Risk taking place. DP shall deliver Record Drawings to Owner as soon as possible upon completion of construction. Final payment will be withheld until final documentation has been received, reviewed and approved by the Owner.

4.8.2.4 When the CM@Risk determines the Work, or a portion or segment of the Work, which the Owner wants to accept separately and make use of, and agrees in writing to do

so, is Substantially Complete, the CM@Risk shall notify the Owner and the DP, and submit to the Owner and DP a comprehensive list of items to be completed or corrected as to the Work. Within five (5) business days of receipt of the CM@Risk's notice and list, the Owner, the DP and CM@Risk will jointly make an inspection of the Project to determine whether Substantial Completion has in fact occurred. If it is determined by the Owner that the Work, or the relevant portion thereof, is Substantially Complete, the Owner with the assistance of the DP shall issue the Certificate of Substantial Completion, with attached Punch List generated by the DP, stating the date of Substantial Completion. The Certificate of Substantial Completion shall be executed by the Owner, the DP and the CM@Risk. The CM@Risk shall thereupon proceed promptly to complete or correct Punch List items.

4.8.2.5 DP shall promptly review CM@Risk Operation and Maintenance manual(s) for completeness.

4.8.2.6 DP shall promptly provide a Record Drawings set incorporating CM@Risk's "As-Builts". DP shall provide professional services to transfer the CM@Risk-supplied As-Built information to the original Construction Documents for a final set of Record Drawings. Refer to "Attachment 1 - Design Professional Deliverables" at the end of this Scope of Services for detailed descriptions of Closeout Subphase Submittals.

4.8.2.7 Upon notification by the Owner, the DP shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and issue the Certificate for Final Payment, if and as appropriate. The DP shall also assemble and transmit to the Owner a submittal consisting of all manuals, warranties, "As-Built" drawings, "Record Drawings", spares, and other items to be furnished by the CM@Risk under the Contract Documents, and certify to the Owner that the submitted package is complete, correct, and appropriate for the items therein represented.

4.8.2.8 Prior to Final Payment to the CM@Risk, the DP shall review all outstanding claims which have not been settled and shall prepare a written report outlining the background and status of all such claims, including the details of DP's analysis to date, and making recommendations as to the ultimate disposition of each such claim.

4.8.2.9 If the Owner furnishes keys to the DP to provide access to Owner's property, the DP shall assure that no such keys are duplicated, and shall return all such keys upon request of the Owner or prior to receipt of final payment, whichever is earlier. If the DP fails to return all keys furnished to it, the DP shall be responsible for and shall pay all costs (including materials and labor of Owner's personnel or others) associated with rekeying (removal of tumblers and insertion of new tumblers) or replacement of old locks which could be opened with keys furnished to the DP, and the parties agree that such cost may be deducted in full or in part from any funds remaining to be paid under the terms of this DP Agreement with any balance due immediately from the DP to the Owner.

4.8.3 CM@Risk Warranty Subphase.

4.8.3.1 The DP shall participate in a Warranty-Walk-through with the CM@Risk

and the Owner at a date twenty four (24) months after the Date of Substantial Completion.

4.8.3.2 The DP shall coordinate with the MEP Testing and Balancing contractor and Commissioning Consultant.

4.8.3.3 The DP shall participate in a Warranty-Walk-through with the CM@Risk and the Owner at a date twenty-two (22) months after the Date of Substantial Completion.

Section 5 Fee Proposal and Contract Management.

5.1 Professional Fees.

5.1.1 See Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) - Article 6 and "Exhibit B – Schedule of Payments" for specific information.

5.1.1.1 The proposal for DP services includes the requirements for all services described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition), and this "Exhibit A - Scope of Services for Design Professional". The DP shall provide individual fees for the following Subphases: Program Development, Conceptual Design, Schematic Design, Design Development, 50% Construction Documents / GMP-Setting, Construction Documents, Construction Administration, Closeout, and Warranty Subphases as required in "Exhibit B – Schedule of Payments".

5.1.1.2 The DP proposal shall be provided in a format acceptable to the Owner.

5.1.1.3 "Exhibit C – DP Proposal" shall include a fee schedule to list hourly rates for prime and sub consultants, for principals and staff, as a basis for additional services, if required. (Note: Additional services must have prior written approval by the City of Glendale Engineering and Budget and Finance Department.)

5.1.2 DP shall clearly identify all Subconsultants performing work for this Project in the Fee Proposal. Any Subconsultants not originally identified in the Statement of Qualifications submittal resulting from the Owner's RFQ shall be submitted to the Owner for review and will be included in the project team only upon written approval of the Owner.

5.1.3 Reimbursable Expenses. See Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) - Article 4.

5.1.4 Invoices. All Invoices must be submitted on the City of Glendale approved forms and must be accompanied by back-up summarizing the payment status of the project. Reimbursable Invoices must also include copies of receipts for outside services, or a log documenting the specific nature of any inside services. Separate Invoices will be required for Fees and for Reimbursables.

Attachment No. 1
Design Professional Deliverables

Program Phase
- Report - PDF

Conceptual Design Phase
- Drawings - PDF

Schematic Design Phase
- Drawings - PDF
- Specifications - PDF
- Security Design - AutoCAD
- Geotechnical Investigation Report - PDF
- Project Survey - AutoCAD

Design Development Phase
- Drawings - PDF
- Specifications - PDF
- Site Plan - AutoCAD
- Room Numbering - PDF
- Security Design - AutoCAD
- Wi-Fi Design - AutoCAD

50% Construction Documents / GMP-Setting Phase
- Drawings - PDF
- Specifications - PDF

100% Construction Documents Phase
- Drawings - PDF
- Specifications - PDF
- GeoDatabase – AutoCAD
- Key Plans - AutoCAD
- TeleCom Bid - PDF

Closeout Phase
- Record Drawings - PDFs
- Record Drawings - Bound AutoCAD
- GeoDatabase Drawings - AutoCAD
- Key Plan Drawings - AutoCAD
- BIM Model

Detailed Deliverables Criteria

Package Requirements

- Total Path Name of Folders, Sub-Folders, and Documents, is limited to **130 characters**

Drawings / Specifications / Other Documents - PDFs

Printed/Plotted PDFs are preferred

- files must contain searchable text
- secure approval from the Project Manager for scanned PDFs

Combine all individual Documents contained in each submittal into a single PDF, in order

- PDF file size is not a consideration
- files should be consistent with printed submittals
  - for example: if a drawing set is two volumes, the PDFs should be two files
- name each item as the original item is titled
  - include date issued in the file name (YYYY/MM/DD)
- bookmark each individual item
  - bookmark drawings with Sheet Number and Title
  - bookmark specifications with CSI Division and Section
  - bookmark reports with Chapters and Sections
- create expanded bookmarks to simplify finding a specific item
  - for example: Architectural / Structural / Etc.
    Division 02 / Division 03 / Etc.
    Chapter 1 / Chapter 2 / Etc.
- combine multiple PDFs into a single ZIP folder

Photos, Videos, Etc.

- group similar photos / videos into folders and sub-folders
- group by date, topic, etc.
- combine all folders into a single ZIP Folder

ZIP Folders

- contain multiple PDFs, Folders, etc.

Room Numbering PDFs Provide Floor Plans **only**

Printed/Plotted or Scanned PDFs are acceptable

Combine all individual Floor Plans into a single PDF, in order

- number and name each Floor Plan as the original Sheet is titled
- bookmark each individual Floor Plan

TeleCom Bid PDFs

Provide **all** TeleCom Sheets and all Electrical Sheets, **only**

Printed/Plotted or Scanned PDFs are acceptable

Combine all Drawings into a single PDF, in order

- number and name each Drawing as the original Sheet is titled
- bookmark each individual Sheet
- create expanded bookmarks to simplify finding a specific sheet
  - for example: TeleCom / Electrical
    Lighting Plans / Power Plans / Etc

Bound AutoCAD Drawings

Deliver Project Record Drawings to the Owner electronically.

1. The intent of these guidelines is to enable the Owner to collect, archive, and use at a later date digital copies of Record Drawings for any construction project. These projects include (but are not limited to) new construction, renovations, additions, utility work, and interiors work. The Owner considers it important to maintain accurate records of new work for several reasons:
   - Accurate information (e.g. underground utilities and tunnels) for future projects.
   - Accurate base drawings for future projects, enabling consultants to modify existing drawings instead of creating new drawings from field measurements.
   - Accurate data for the Enterprise Geographic Information System (EGIS).
2. The D-B is responsible for verifying the accuracy of all drawings. Appropriate notation should be attached (Record Drawings) or detached (official seals and signatures) from each drawing. There should be an overall consistency in the format of the Record Drawings as further described below.
3. The Transmittal for the Record Drawings Submittal should contain the following information:
   - Project Name
   - Firm name and contact information
   - Discipline (Architectural, Mechanical, Landscape, etc.)
   - *RECORD DRAWINGS*
   - Date of the Record Drawings Submittal

Format:

Drawings: All drawings shall be submitted in an AutoCAD *.dwg* format

Graphics: Preferred formats for graphics (photos, sketches, renderings, etc.) include: *.jpg* and *.pdf*

Content of Record Drawings Digital Submittal:

Submit a digital copy of each sheet in the set, and a list of each sheet by page number with the contents of the sheet and the name of any raster images that are attached.

Record Drawings Label:

- Revision dates should be updated for each submission in the title block (with the last date being the date of the Record Drawings submission).
- *Record Drawings* should be clearly seen in bold letters along the bottom of the sheet or near the title block on the right side of the sheet.

Digital Record Drawings:

- The electronic copies of the Record Drawings should be usable in AutoCAD Release 2013, however the drawings themselves don't need to be drawn in this release. Usable is defined as being able to easily identify the file needed, open it, select the appropriate layout tab (representing one sheet from the hardcopy set), and send it to the plotter without have to assign proxy graphics, reconnect (and find) External References (referred to as xrefs from here forward) and raster images, or find a missing *.ctb* or *.stb* (plot style tables) file.
- Each *.dwg* file should be named using the following format: *Sheet Number-xyz* where *xyz* is a project number or project name or other further identifying label as determined by the DP. For example: *Sheet A1.00* should not be in a file called *A1*, but it should be in a file called *A1.00-xyz.dwg*

- If more than one sheet is contained in one file, then the file should be composed to only have one sheet per file and then naming each accordingly.
- Each sheet should be set up on a layout tab of its own in paper space. Each layout tab should be renamed with the sheet number represented on it. Any unused layout tabs should be deleted.
- All *xrefs* should be bound. Any *xrefs* no longer needed in a drawing should be "detached" and not just "unloaded".
- In order to prevent missing raster images, before transferring the digital files, place all raster images in the same folder as the file into which they are referenced.
- When the transferred files are opened, individual files should be available either in the root folder or in the first sub-folder. In other words, one shouldn't have to open 2 or more sub-folders to find a file.
- The file with pen weights (*.ctb* or *.stb* file) should be included in the transfer, along with any other non-standard font or shape files.
- Each layout should be set up for either 24"x36" or 30"x42" according to the following settings:
  Plotter:
  None Plot
  Area:
  Layout
  Pen Assignment: As per D-B's own *.ctb* or *.stb*
  file Scale: 1:1
  Viewports: Should be zoomed to appropriate scale and locked
  Paper size: ArchD (24"x36") or E1 (30"x42") that matches the plotted drawing set

GeoDatabase AutoCAD Drawings

Provide the following composite drawings derived from the project documents:

1. The intent of this guideline is to insure new facility information is available to City of Glendale in a form and at a time in the design process which will enable a more effective update City of Glendale Citywide Database.
2. To meet this intent, an electronic drawing file will be created through compositing a number of CAD layers from different source drawings. This new drawing file will then be transformed into the original units, coordinates, and scale of the City's GeoDatabase. If desired, several composite drawings may be created (e.g., one for site layers, one for architectural layers, etc.) so long as they all end up in the same original GeoDatabase coordinates.
3. Composite Drawing Elements: The composite drawing(s) should include at a minimum the following plan view elements separated into distinct layers by feature types (e.g. survey monuments and monument labels on different layers, trees on one layer and shrubs on a different layer, etc.). Name each layer within categories as noted below (e.g. Hardscape, Irrigation, Building Footprint, etc.) name beginning with a standard prefix for that category (e.g. Plant_xyz.dwg, Irrig_xyz.dwg, etc.). Name layers in a way which legibly communicates the subject layer. This could be in one or several drawings, although all layers must spatially register with each other properly.

Site Information

Existing survey control monuments referenced in the project, and new ones added
Planting plan
Hardscape plan (walks, streets, curbs, parking, parking lot striping, etc.)
Irrigation lines and components
Building footprint
Underground site utilities and/or building connection points
Site work / grading
Drainage
Other site structures proposed by the project

Building Information

Survey control monuments
Building footprint and roof outline
Architectural plans for each floor Interior layout plans for each floor
Structural plans for each floor
Plumbing plans for each floor
Mechanical Piping and HVAC Ductwork plans for each floor
Electrical Power and Lighting plans for each floor
Telecommunications (voice, data, audio/visual, etc.) plans for each floor

4. Transform this composite drawing(s) into the original state plane coordinates (see Survey Requirements defining units, scaling and other transformation parameters in this Exhibit B). Do not include imbedded blocks or x-refs (i.e., explode all elements/layers so that they permanently reside in the drawing and its transformed coordinates).
5. Provide an Index in Word or Excel, for each composite drawing, listing and describing drawing category prefixes, which are used to group the layers by features and by subject. Also list the names for each category and briefly describe contents.
6. Provide the Enterprise GeoDatabase Drawings at two times:
   with the 100% Construction Documents
   with the Project Record Drawings

Project Survey AutoCAD Drawings

Save files in AutoCAD release 2013

Site Plan AutoCAD Drawings

Provide Overall Site Plan **only:**

- survey monuments
- buildings
- hardscape (walks, streets, curbs, parking, parking lot striping, etc.)
- other site structures proposed by the project

Save files in AutoCAD Release 2013

No coordinate shift or other modifications required in this drawing; just the Site Plan current at that phase, in project coordinates

Key Plans AutoCAD Drawings

Provide **separate** DWG file **for each floor**

Save files in AutoCAD Release 2013

Formatting of AutoCAD Floor Plan Files

- include Room Numbers and Room Names
- depict each wall as two lines **only** (representing the finished surface on each side of the wall)
- include only lines for each floor on that Floor Plan
- remove intermediate lines, hatching, and symbols from within the walls
- include the project's original site survey monuments on a separate layer, on the Floor Plan which includes the building's Main Entrance
- additional construction-phase monuments may be added as well
- include separate hardscape layers on the Floor Plan which includes the building's Mai Entrance
- existing hardscape layers (pre-construction streets, curbs, walks, site walls) from the project's site survey
- sidewalk and pedestrian hardscape layers created for the project
- include doors and windows
- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
  - avoid nested blocks and hard-set colors

<u>Security Design AutoCAD Drawings</u>

Provide Floor Plans, Reflected Ceiling Plans, and Sections **only**

- save files in the AutoCAD Release 2013 Formatting of AutoCAD Files
- include Room Numbers and Room Names
- include doors and windows
- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
  - avoid nested blocks and hard-set colors

<u>Wi-Fi Design AutoCAD Drawings</u>

Provide Site Plans, Floor Plans, and Reflected Ceiling Plans **only**

- save files in the AutoCAD Release 2013

Provide BIM Model

- (see detailed requirements below)

Formatting of AutoCAD Files

- include Room Numbers and Room Names
- include doors and windows

- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
- avoid nested blocks and hard-set colors

BIM Model

A complete BIM Model, including all design disciplines, in the Latest Release of Revit.

Submitting the BIM Model **does not** exempt the D-B from submitting Record and As-Built Drawing AutoCAD and PDF files, as described in this document.

EXHIBIT B

SCHEDULE OF PAYMENTS

Specific payments to DP are subject to and will be made following DP's completion of the following order of milestones in accordance with the Contract Time:

Milestone Number	Activity	Payment
1.	Project Management	$24,880
2.	Evaluation Services	$107,008
3.	Design Services	$222,944
4.	Pre-Construction Services	$27,264
5.	Construction Services	$146,368
6.	Post-Construction Services	$25,728
7.		$
8.		$
9.		$
10.	Reimbursable Expenses	$129,201
	Total:	$683,393

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EXHIBIT B

CITY OF GLENDALE, ENGINEERING DEPARTMENT

SEWER AND MANHOLE REHABILITATION
PHASE 7
PROJECT NO. 242546

FEE ESTIMATE

5/22/2026

PROFESSIONAL SERVICES

Task 1	Project Management	=	$	24,880
Task 2	Evaluation Services	=	$	107,008
Task 3	Design Services	=	$	222,944
Task 4	Pre-Construction Services	=	$	27,264
Task 5	Construction Services	=	$	146,368
Task 6	Post-Construction Services	=	$	25,728
	SUBTOTAL NOT TO EXCEED FEE		$	554,192

ALLOWANCES

Task 7.1	Survey - Areas 1-7, 9 (Cooper Aerial)	=	$	26,201
Task 7.2	Survey - Area 10 (Cooper Aerial)	=	$	20,000
Task 7.3	Potholes (TBD - $2,000/each x 15 each)	=	$	30,000
Task 7.4	Approval to Construct from MCESD (expedited)	=	$	3,000
Task 7.5	Owner's Contingency Allowance	=	$	50,000
	SUBTOTAL ALLOWANCES	=	$	129,201

TOTAL = $ 683,393

EXHIBIT B

CITY OF GLENDALE, ENGINEERING DEPARTMENT

SEWER AND MANHOLE REHABILITATION
PHASE 7
PROJECT NO. 242546

LABOR ESTIMATE-EVALUATION & DESIGN SERVICES

5/22/2026

TASK NO	TASK DESCRIPTION	Principal Eng VI (project manager) $312.00 /hr		Professional Eng VIII (QA/QC) $246.00 /hr		Professional Eng VII (sr project engineer) $232.00 /hr		Eng Designer III (survey mgr) $190.00 /hr		Eng Designer II (engineer) $174.00 /hr		Technicial III (CAD/Design) $169.00 /hr		Total Direct Labor Fees	
		HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT
1	PROJECT MANAGEMENT														
1.1	Conduct & Attend Meetings	24	$7,488		$0	16	$3,712		$0	24	$4,176		$0	64	$15,376
1.2	Monitor Progress & Prep Status Rpts	18	$5,616		$0		$0		$0		$0		$0	18	$5,616
1.3	Manage Subconsultants	8	$2,496		$0		$0		$0	8	$1,392		$0	16	$3,888
	Subtotal Task 1	50	$ 15,600	0	$ -	16	$ 3,712	0	$ -	32	$ 5,568	0	$ -	98	$24,880
2	EVALUATION SERVICES														
2.1	Background Data	2	$624		$0	4	$928		$0	12	$2,088	8	$1,352	26	$4,992
2.2	Pipe Inspection Review & Assessment	2	$624		$0	8	$1,856		$0	32	$5,568		$0	42	$8,048
2.3	Area 7 Alignment Analysis	12	$3,744		$0	20	$4,640		$0	40	$6,960	24	$4,056	96	$19,400
2.4	Manhole Inspection and Assessment	4	$1,248		$0	6	$1,392		$0	32	$5,568		$0	42	$8,208
2.5	Survey	2	$624		$0	2	$464	12	$2,280	8	$1,392	24	$4,056	48	$8,816
2.6	Utility Research, Mapping & Coord	6	$1,872		$0	12	$2,784		$0	72	$12,528	48	$8,112	138	$25,296
2.7	Right-of-Way	4	$1,248		$0	4	$928	24	$4,560	6	$1,044	12	$2,028	50	$9,808
2.8	Planning Level Const Cost Estimate	4	$1,248		$0	8	$1,856		$0	16	$2,784	16	$2,704	44	$8,592
2.9	Basis of Design Memo	4	$1,248	8	$1,968	16	$3,712		$0	32	$5,568	8	$1,352	68	$13,848
	Subtotal Task 2	40	$ 12,480	8	$ 1,968	80	$ 18,560	36	$ 6,840	250	$ 43,500	140	$ 23,660	554	$107,008
3	DESIGN SERVICES														
3.1	Project Design, Tech Specs & Submittals	72	$22,464	36	$8,856	144	$33,408		$0	288	$50,112	440	$74,360	980	$189,200
3.2	Estimate of Probable Construction Cost	12	$3,744	12	$2,952	24	$5,568		$0	48	$8,352		$0	96	$20,616
3.3	MCESD ATC Permit	8	$2,496		$0	16	$3,712		$0	32	$5,568	8	$1,352	64	$13,128
	Subtotal Task 3	92	$ 28,704	48	$ 11,808	184	$ 42,688	0	$ -	368	$ 64,032	448	$ 75,712	1140	$222,944

EXHIBIT B

CITY OF GLENDALE, ENGINEERING DEPARTMENT

SEWER AND MANHOLE REHABILITATION
PHASE 7
PROJECT NO. 242546

LABOR ESTIMATE-CONSTRUCTION SERVICES

5/22/2026

TASK NO	TASK DESCRIPTION	Principal Eng VI (project manager) $312.00 /hr		Professional Eng VII (project engineer) $232.00 /hr		Eng Designer II (engineer) $174.00 /hr		Technicial III (CAD/Design) $169.00 /hr		Project Manager II (construction mgr) $232.00 /hr		Technicial III (sr inspector) $177.00 /hr		Total Direct Labor Fees	
		HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT	HRS	AMT
4	PRE-CONSTRUCTION SERVICES														
4.1	Respond to JOC RFIs	6	$1,872	12	$2,784	12	$2,088		$0		$0		$0	30	$6,744
4.2	Review JOC Price Proposal	12	$3,744	12	$2,784	18	$3,132		$0		$0		$0	42	$9,660
4.3	Addenda	6	$1,872	12	$2,784	24	$4,176	12	$2,028		$0		$0	54	$10,860
	Subtotal Task 4	24	$ 7,488	36	$ 8,352	54	$ 9,396	12	$ 2,028	0	$ -	0	$ -	126	$27,264
5	CONSTRUCTION SERVICES														
5.1	On-Site Inspection & Review of Work	12	$3,744		$0	50	$8,700		$0	24	$5,568	248	$43,896	334	$61,908
5.2	Submittals, Shop Dwgs, RFIs	20	$6,240		$0	80	$13,920		$0		$0		$0	100	$20,160
5.3	Meetings	50	$15,600		$0	50	$8,700		$0		$0		$0	100	$24,300
5.4	Change Orders	10	$3,120		$0	20	$3,480	20	$3,380	10	$2,320		$0	60	$12,300
5.5	Review Contractor Pay Application	10	$3,120		$0	50	$8,700		$0	20	$4,640		$0	80	$16,460
5.6	Substantial & Final Completion Inspect	10	$3,120		$0	20	$3,480		$0	20	$4,640		$0	50	$11,240
	Subtotal Task 5	112	$ 34,944	0	$ -	270	$ 46,980	20	$ 3,380	74	$ 17,168	248	$ 43,896	724	$146,368
6	POST-CONSTRUCTION SERVICES														
6.1	Record Drawings	4	$1,248	6	$1,392	36	$6,264	72	$12,168		$0		$0	118	$21,072
6.2	Obtain Approval of Construction	6	$1,872	12	$2,784		$0		$0		$0		$0	18	$4,656
	Subtotal Task 6	10	$ 3,120	18	$ 4,176	36	$ 6,264	72	$ 12,168	0	$ -	0	$ -	136	$25,728

EXHIBIT C

DP PROPOSAL

Consor North American, Inc. Proposal Dated 05/22/2026

(19 pages)

SCOPE OF WORK
SEWER AND MANHOLE REHABILITATION
PHASE 7
PROJECT NO. 242546

CITY OF GLENDALE, ENGINEERING DEPARTMENT

General

This Scope of Work prescribes engineering services to be provided by Consor North America, Inc. (Consultant) for the City of Glendale (City). This project includes evaluation, design and construction phase services for rehabilitation of approximately 5,660 feet of sanitary sewer pipe ranging in size from 8- to 10-inches in diameter and totaling 18 pipe segments with 26 manholes. Also included are designs intended to mitigate odor issues. There is a total of ten areas included in the Sewer and Manhole Rehabilitation, Phase 7 program with this project including Areas 1-7 and Areas 9-10. Area 8 is being designed under a separate contract. It is assumed that this project will include three (3) separate sets of contract document packages as required for available funding and timing of construction – see the table below.

Package No	Area	Location	Recommended Rehabilitation
1	1	Ocotillo Rd from 54th Ave to Grand Ave (US60)	2710 LF of 8"-10" CIPP rehab; point repair; new MHs; vertical realignment of existing 8" sewer outfall connection to 36" pipe in 95th Ave at Copper Cover neighborhood
	2	Alley between 57th Ave and 56th Ave from Lamar Rd to Ocotillo Rd	
	10a	95th Ave & Colter St	
2	3	72nd Ave from Orangewood Ave to Nicolet Ave	1332 LF of 8" CIPP rehab; possible rehab of DIP service laterals; point repair of broken pipe; repair of existing sag in pipe
	4	5410 W Saguaro Dr	
	5	17226 N 56th Ave	
	6	71st Ave & Orangewood Ave	
	9	73rd Ave & Missouri Ave	
3	7	59th Ave & Evergreen Rd	Complete the rehabilitation of sewer pipe; possible realignment to avoid large duct bank in 59th Ave; alternatives evaluation and recommendation; realignment of existing 36” / 48" pipe connection at 95th Ave & Camelback Rd
	10b	95th Ave & Camelback Rd	
-	8	Not included in this project; rehabilitation under separate contract	

Project Understanding

The work for Areas 1-7 and Area 9 includes primarily rehabilitation of deteriorated pipes and/or correction of a localized defect such as sags in the pipe. Area 10 was added to this project to address ongoing odor control issues in the vicinity of 95th Avenue and Camelback Road. For this area, a study is being completed by the Consultant under a separate scope of work and fee proposal. The completed study will be used in this project to guide the design and implementation of the recommended improvements.

There are five phases of this project as detailed below.

- Evaluation Services
  - Review available pipe inspection reports and video provided by the City with the intent of confirming the rehabilitation methods recommended by the City. Locate and inspect manholes in accordance with NASSCO MACP Level 1 inspections with the intent of confirming the condition and suitable rehabilitation methods for manholes where needed. Prepare a design memorandum presenting the results of the evaluation including final rehabilitation recommendations for pipes and manholes, methodologies, constructability analysis, right-of-way analysis, and other related information.
- Design Services
  - Complete survey, utility research and coordination, right-of-way evaluation, design of rehabilitation for pipes and manholes, develop construction plans and technical specifications for the design, develop contract documents for review at each milestone submittal stage, estimated construction costs, obtain an Approval to Construct (ATC) permit from Maricopa County Environmental Services Department (MCESD) for Area 7 and Area 10, and other related items of work.
- Pre-Construction Services
  - Provide assistance to the City during the bidding and/or job order contracting (JOC) procurement phase of the project including responding to contractor requests for information, meetings, review of contractor pricing, clarification of plans and specifications, addenda, and other related items of work.
- Construction Services
  - Provide limited construction administration and inspection services including periodic on-site inspection, review of contractor submittals, shop drawings, test results, requested change orders, pay requests and attending weekly construction meetings. It is assumed that project construction will be delivered via Job Order Contracting (JOC).
- Post-Construction Services
  - Prepare as-built drawings for the project based on the Contractor's markups to show any changes made during construction.
  - Obtain an Approval of Construction from MCESD for Area 7 and Area 10.

Scope of Services

The Consultant will provide analysis, design and construction documents including plans, technical specifications and estimated construction costs, and construction services for the improvements described in the preceding paragraphs. Our detailed Scope of Services is described in the following pages.

Task 1 - Project Management

Objective

Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

Task 1.1 Conduct and Attend Meetings

The Consultant will conduct a project Kickoff Meeting with the City to review the project scope and schedule, establish the project goals and acquaint City personnel with staff members who will be involved in the project.

Consultant will participate in progress meetings with City staff during the evaluation and design stages, for a total of up to nine (9) one-hour long meetings. The purpose of the progress meetings is to provide an opportunity for the Consultant and City to review progress of the work, present and discuss interim results, issues, and concerns. Consultant will prepare and distribute meeting minutes for each progress meeting summarizing discussions, decisions reached, and action items.

Task 1.2 Monitor Progress and Prepare Status Reports

The Consultant will provide services required to administer and manage the contract and budget, including preparation and review of invoices, tracking of expenditures, scheduling of resources, review of project schedule, preparation of monthly progress reports and cash flow projections.

Task 1.3 Manage Subconsultants

The Consultant has selected and will secure services of Cooper Aerial who will provide the survey for the project. The Consultant will monitor the subconsultant's work for timeliness and content. The Consultant will review subconsultant progress payments for accuracy and completeness and make payments as provided in the subconsultant agreement.

Task 1 - Project Management - Deliverables

- Meeting minutes
- Monthly progress report and cash flow projection

Task 1 - Project Management - Assumptions

- Up to ten (10) project meetings will be held including the kickoff meeting. Additional project meetings in excess of the assumed total will be billed against the design contingency allowance.

Task 2 - Evaluation Services

Objective

For project Areas 1-10, the Consultant will evaluate the current structural and operational conditions of the pipes and manholes on the project based on the background information provided by the City, confirm the City's rehabilitation recommendations and update as needed. Include all information gathered and reviewed with recommendations in a Basis of Design Memorandum (BDM).

Activities

Task 2.1 Background Data

The Consultant will review available data provided by the City for the project pipes and manholes including as-built data, flow data, quarter section maps, existing CCTV inspection videos and photographs, GIS database and other available information.

Task 2.2 Pipe Inspection Review and Assessment

For Areas 1-6 and 9, the City will provide the Consultant with available closed-circuit television (CCTV) inspections and reports for the project pipelines to review. The Consultant will review the existing video data provided by the City to verify the condition of the pipe and to confirm recommendations from the City or make new recommendations for the method of rehabilitation. The project includes 18 segments of 8 to 10-inch diameter pipe totaling 5,660 linear feet as shown in Table 1. It is our understanding that pipe segments are comprised of concrete, vitrified clay pipe (VCP) or ductile iron pipe (DIP) as noted. Anticipated methods of rehabilitation are as shown in the table. The final method of rehabilitation for each pipe segment will be determined during this phase of the project.

Table 1: Pipe Segments

Package No	Area	Seg No	US MH	DS MH	Location	Pipe Material	Dia (in)	Length (ft)	Recommended Rehabilitation	Comments
1	1	1	14747 CO	9627	Ocotillo Rd from 54th Ave to Grand Ave (US60)	Conc	8	167	Replace CO with new MH; CIPP lining; point repair	No as-builts; QS maps only; DSMH located in ADOT's ROW for Grand Avenue (US60)
		2	9627	13519		Conc	8	380		
		3	13519	9518		Conc	8	391		
		4	9518	9514		Conc	10	400		
		5	9514	9515		Conc	10	380		
		6	9515	9516		Conc	10	351		
1	2	7	13722 CO	9515	Alley between 57th Ave and 56th Ave from Lamar Rd to Ocotillo Rd	Conc	8	641	Replace CO with new MH; new MH midway of segment; CIPP lining; point repair	No as-builts; CCTV & QS maps available
2	3	8	10835	13935	72nd Ave from Orangewood Ave to Nicolet Ave	DIP	8	239	Heavy cleaning; CIPP lining; some DIP laterals are deteriorated – rehab laterals as needed	As-builts, CCTV & QS maps available; no lateral CO at sidewalk; use lateral launch camera to inspect (City to provide)
		9	13935	10834		DIP	8	400		
		10	10834	10833		DIP	8	399		
		11	10833	10815		DIP	8	35		
		12	10816	10815		DIP	8	89		
		13	10815	10814		DIP	8	170		

Package No	Area	Seg No	US MH	DS MH	Location	Pipe Material	Dia (in)	Length (ft)	Recommended Rehabilitation	Comments
2	4	14	7243	7245	5410 W Saguaro Dr	VCP	8	-	Point repair of broken pipe; no MH inspection needed	As-builts & QS maps available
2	5	15	1358	1436	17226 N 56th Ave	VCP	8	-	Point repair of broken pipe; no MH inspection needed	As-builts & QS maps available
2	6	16	10468	10447	71st Ave & Orangewood Ave	Unknown	8	380	Repair severe sag over 42" sewer main; repair broken pipe at sag	As-builts, CCTV & QS maps available
3	7	17	4926	5096	59th Ave & Evergreen Rd	VCP	8	350	Complete rehabilitation of sewer pipe; possible realignment to avoid large duct bank in 59th Ave; evaluate alternatives & recommend one	Rehab as designed in Phase 6 not completed due to conflict with duct bank; identify alternatives to complete the rehab of existing pipe
-	8	Not included in this project; rehabilitation under separate contract								
2	9	18	12153	12152	73rd Ave & Missouri Ave	VCP	8	420	Repair 3' of broken pipe near SSMH 12152; repair sag	As-builts, CCTV & QS maps available; broken pipe near SSMH 12152; sag approx. 90' east of SSMH 12152
1	10a	-	-	-	95th Ave & Colter St	PVC	8	-	Realignment of 8" sewer outfall connection to 36" pipe in 95th Ave & Colter St at Copper Cove neighborhood	
3	10b	-	-	-	95th Ave & Camelback Rd	FBG (Hobas)	36	-	Realignment of 36" / 48" pipe connection at 95th Ave & Camelback Rd	

Task 2.3 Area 7 Alignment Analysis

Area 7 rehabilitation included realignment of the 8-inch pipe in Evergreen Road just east of 59th Avenue to improve slope conditions. This work was originally part of the Phase 6 project. During construction, the rehabilitation could not be completed as planned due to a conflict with a large communications duct bank. As such, the existing sewer pipe is still in service and requires frequent cleaning due to the flat slopes.

The Consultant will identify and evaluate alignment alternatives to determine if the flow can be redirected to a different pipe south of Evergreen Road that would help improve slopes and the resulting flow. The Consultant will evaluate up to three (3) alignment alternatives. Associated work includes survey of manholes on adjacent roadways and alleyways to determine existing invert elevations and slopes (see Tasks 2.5 and 7.1). Utility mapping will be gathered for the alternative alignment locations (included in Task 2.6) as well as right-of-way information (included in Task 2.7).

Hydraulic calculations will be completed to determine the viability of alignment alternatives. A constructability review will be included to determine impacts to existing improvements such as other utilities, sidewalks, curb and gutter, etc. A solution will be recommended to move forward into design.

Task 2.4 Manhole Inspection and Assessment

The Consultant will field walk the project to locate each manhole prior to inspection work. This task will be completed to verify accessibility, the need for traffic control, and any assistance required from the City. Any buried or otherwise inaccessible manholes will be noted and given to the City to locate and raise to grade. Any manholes requiring traffic control to access will be paid for under Task 7.2 Contingency Allowance.

The Consultant will complete a National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) Level 1 inspection for a total of nine (9) manholes as noted in Table 2. The MACP Level 1 inspection includes visual inspection of the manhole components from the ground surface. MACP Level 2 inspections are not included in the scope of this project. Any manholes that would appear to progress to eminent failure resulting in severe surface impacts or sanitary sewer overflow (SSO) will be brought to the immediate attention of the City. The Consultant will identify manholes to be rehabilitated or replaced and will evaluate and identify suitable methods for the completion of such work. The project manholes are included in the following table.

Table 2: Manholes

Area	MH No	Comments
1	14747 CO	Replace CO with new manhole
	9627	Inspect and recommend rehab as needed
	13519	Inspect and recommend rehab as needed
	9518	Inspect and recommend rehab as needed
	9514	Inspect and recommend rehab as needed
	9515	Inspect and recommend rehab as needed
	9516	Inspect and recommend rehab as needed
2	13722 CO	Replace CO with new manhole
	9515	Inspect and recommend rehab as needed
3	10835	No inspection or rehabilitation needed per City
	13935	No inspection or rehabilitation needed per City
	10834	No inspection or rehabilitation needed per City
	10833	No inspection or rehabilitation needed per City
	10816	No inspection or rehabilitation needed per City
	10815	No inspection or rehabilitation needed per City
	10814	No inspection or rehabilitation needed per City
4	7243	No inspection or rehabilitation needed per City
	7245	No inspection or rehabilitation needed per City
5	1358	No inspection or rehabilitation needed per City
	1436	No inspection or rehabilitation needed per City
6	10468	No inspection or rehabilitation needed per City
	10447	No inspection or rehabilitation needed per City
7	4926	No inspection or rehabilitation needed per City
	5096	No inspection or rehabilitation needed per City
8	Not included in this project; rehab under separate contract	
9	12153	Inspect and recommend rehab as needed
	12152	Inspect and recommend rehab as needed

Task 2.5 Survey

The Consultant's subconsultant, Cooper Aerial, will conduct a field survey (see Allowances for more detail) for this project. All survey work will be completed under the direction of a registered land surveyor. Survey work includes establishment of control based on the City's datum and benchmarks, full topographic survey for each area including roadway monuments, top of nut for water valves, irrigation structures, and manhole rim and invert elevations including the upstream and downstream manholes immediately outside of the project limits. This information will be provided to the Consultant. The Consultant will complete a QA/QC review of the survey data and will incorporate the survey into the basefile from which the design plans will be developed.

Task 2.6 Utility Research, Mapping & Coordination

The Consultant will establish the locations of aboveground and below-ground utilities within the project area. The establishment of this information will be through requesting and receipt of utility quarter section maps from the respective third-party utility owners with facilities located in the project area as identified by Arizona Blue Stake. Utility information will be incorporated into the project basefile.

The Consultant will provide design plans to utility owners for identification, review and confirmation of their respective facilities within the project area at the 60% and 90% submittal stages. It is anticipated that utility owners may also have minor comments concerning locations of utilities shown on the plans. Adjustments will be completed as directed by the utility owners.

At locations where possible conflicts exist, the Consultant will provide potholes that use soft dig methods to locate the underground utility in question. Potholes will be provided by others (see Task 7.2). The Consultant will coordinate with the utility owners for any utility relocations that are needed. This is only anticipated in Area 7 where realignment of the sewer pipe is likely.

The Consultant will obtain a utility clearance for the project. A utility owner response of "No Conflicts" on their utility letter response form sent by the Consultant, is considered a utility clearance.

Task 2.7 Right-of-Way

The Consultant will collect existing public right-of-way information from the City and/or Maricopa County for the project areas adjacent to the project pipe and manhole locations to verify right-of-way ownership and limits. This information will be used during the design and incorporated into the construction drawings. No new right-of-way or easements are anticipated for this project.

Task 2.8 Planning Level Estimated Construction Cost

The Consultant will prepare a planning level estimated construction cost for each area's recommended rehabilitation method and for Area 10 odor mitigation alternative that is identified and evaluated. Anticipated items of work will be included in sufficient detail to develop planning level costs. Prior bids and discussions with contractors and suppliers will be used to estimate construction costs.

Task 2.9 Basis of Design Memorandum

The Consultant will prepare a Basis of Design Memorandum (BDM) for Areas 1-9 that presents all information relative to assessment of the pipe and manhole structural and operational conditions, recommendations for rehabilitation or replacement of deteriorated pipe segments and manholes, exhibits of the project area, constructability analysis, utility analysis, right-of-way analysis and evaluation of traffic control. Area 10 will not be included in the BDM since it has it's own study with recommendations.

A preliminary BDM will be provided to the City for review. Preliminary review comments generated by the City will be incorporated into the final BDM as appropriate. Project design will be based on the final BDM.

Task 2 - Evaluation Services - Deliverables

- Electronic PDF file of Draft and Final Basis of Design Memorandum.

Task 2 - Evaluation Services - Assumptions

- City will complete lateral inspections using a lateral launch camera system for Area 3.
- No additional CCTV inspection will be provided by the Consultant. Any required re-inspection of pipe segments will be completed by the City and provided to the Consultant for review.
- Consultant's review of the available CCTV inspection data is intended for assessment of the pipe's structural and operational condition and confirmation of the City's recommended rehabilitation method.
- The City will provide the Consultant with available background information. Information may include quarter section maps, as-built drawings, flow information, GIS database, etc.
- The BDM will be completed and approved prior to moving forward with the Design Services unless directed otherwise.

Task 3 – Design Services

Objective

Using the BDM and completed odor control evaluation, develop rehabilitation design plans, technical specifications, and estimated construction costs. Complete design survey of project area and manhole locations and inverts, utility mapping and coordination, and right-of-way evaluation.

Activities

Task 3.1 Project Design, Technical Specifications & Submittals

The Consultant will prepare a detailed design, technical specifications and design plans for each pipeline requiring rehabilitation as identified in Task 2.2, Table 1, Task 2.3, and the associated manholes requiring rehabilitation as listed in Task 2.4, Table 2. For the purposes of this scope and fee estimation, the detailed design will be based on the recommended methods listed in Tables 1 and 2, as described in Task 2.3, and as described below.

1. Possible point repair design to correct sections not conducive to cleaning and CIPP lining due to excessive deterioration, severely offset joints, large holes, large sags, etc. Segments requiring point repairs will be identified in the plans and a repair designed to address the specific need. In most cases the point repair will require excavation and replacement of the affected section(s) of pipe to be completed prior to CIPP lining of the entire pipe length.
2. Fully deteriorated (structural) CIPP design is anticipated for all pipe segments. It is assumed that both heat cured (water and steam) and UV cured CIPP methods are viable options for rehabilitation.
3. End seals will be designed for each CIPP termination point in a manhole or structure. In some locations, manholes may be CIPP lined through, and the top of the cured liner removed and sealed around the opening using an approved epoxy.
4. The design work for Area 10 will include realignment of existing 8-inch Copper Cove neighborhood connection to existing 36-inch sewer in 95th Avenue to help mitigate back pressure and odors at that location and realignment of the existing 36-inch pipe connection to the existing 48-inch pipe at 95th Avenue and Camelback Road to improve the flow conditions;

It is anticipated that each manhole will require the following rehabilitation work:

1. Cleaning and removal of corrosion and deterioration from the manhole walls.
2. Reprofiling of the manhole wall using approved methods and materials where needed.
3. Preparation of the interior wall surface for application of approved corrosion resistant coating. In locations where manhole conditions are severely deteriorated, structural manhole inserts may be used.

Detailed design plans based on the findings and recommendations of the BDM and odor evaluation will be developed at a horizontal scale of 1”=20’ and a vertical scale of 1”=4’ or as appropriate. Each sheet will include a plan and profile view with appropriate construction notes and references for rehabilitation of the pipes and manholes. Known utilities and right-of-way will be included. The Consultant will provide project technical specifications for the various items of work included in the rehabilitation design and not already covered in the MAG Standard Specifications.

To the greatest extent possible, the Consultant will use the City of Glendale Supplements to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, MAG Standards Specifications and Details for Public Works Construction, and the most recent City of Glendale Design and Construction Standards.

The Consultant will submit pipe and manhole rehabilitation plans, technical specifications and estimated construction costs at the following levels:

1. 60% complete
2. 90% complete
3. Final (100%) complete

The Consultant will deliver electronic PDF files at each submittal stage for City review. The project design will be updated as appropriate based on City's review comments received after each milestone submittal. Locations will be adjusted as required by the utility owners. Each submittal will incorporate City comments obtained during the previous review. At the final submittal level, the Consultant will prepare and submit electronic PDF file of final sealed construction documents to the City including plans, specifications, calculations, bid tab and cost estimate for the project.

At the final submittal, the Consultant will submit the plans to Development Services for approval prior to the project being released for construction. This work will include coordination and revising and resubmitting as required for up to one resubmittal (based on review comments from the City).

It is assumed that there will be three (3) separate design and construction packages as shown in the table on page 1 of this scope of work. The suggested phasing of the project areas may be adjusted to meet available funding and project delivery type(s) such as JOC and/or CMAR.

Task 3.2 Estimate of Probable Construction Cost

The Consultant will prepare an estimate of probable construction cost for each item of work included in the design in sufficient detail to identify and estimate the total cost of all trades required. Prior bids, previous JOC pricing gathered on similar projects, as well as discussions with contractors will be used to estimate rehabilitation construction costs. Estimates will be prepared at the 60%, 90% and final (100%) completion levels for the project. The Consultant will prepare a final bid schedule based on the items and quantities included in the final estimate of probable construction cost.

Task 3.3 MCESD Approval to Construct Permit

The Consultant will coordinate with Maricopa County Environmental Services Department (MCESD) to obtain an Approval to Construct (ATC) for Area 7 and Area 10. Work includes completing applications, sewer design report, sewer capacity letter, and other items associated with completion of the permit paperwork and submittal to the County for approval.

Task 3 - Design Services - Deliverables

- 60% design submittal (PDF)
- 90% design submittal (PDF)
- Final (100%) design submittal (PDF)
- Submittal to City Development Services
- Approval to Construct permit from MCESD

Task 3 - Design Services - Assumptions

- The project will be phased and divided into three (3) sets of contract documents
- No new right-of-way or easements are required
- An ATC will be required from MCESD for Area 7 and Area 10; no other areas will require an ATC permit.

Task 4 - Pre-Construction Services

Objective

Coordinate with the City and selected Job Order Contracting (JOC) Contractor. Provide design clarifications and answer requests for information (RFI) as requested by the Contractor with the intention of providing sufficient information to allow the Contractor to complete an accurate pricing proposal for the project construction work.

Activities

Task 4.1 Respond to JOC Requests for Information

During on-boarding of the JOC Contractor by the City, the Consultant will respond to RFIs and other clarification questions related to the construction documents, design intentions, and other information as requested by the Contractor.

Task 4.2 Review JOC Price Proposal

The Consultant will review the JOC price proposal and provide comments to the City regarding the proposal. The Consultant will also meet with the Contractor and the City to discuss items of work, pricing of work, material submittals, and other project-related tasks for up to six (6) meetings (assumed to be two (2) meetings per set of contract documents).

Task 4.3 Addenda

As required, the Consultant will issue addenda during the pre-construction phase of the project to address clarification of the plans and specifications with up to two (2) addenda per set of contract documents. All addenda will be provided to the City in the form of a sealed document, either full-size plan sheet(s) or 8-1/2 x 11 sheet(s) of paper. All plan related addenda for the project will be included in the record drawings provided to the City at the end of the construction.

Task 4 - Pre-Construction Services - Deliverables

- RFI responses for each set of contract documents
- Price proposal review comments on contract documents
- Addenda

Task 4 - Pre-Construction Services - Assumptions

- Project delivery will be via Job Order Contracting
- Consultant will attend up to two (2) meetings per set of contract documents for a total of six (6) meetings
- Price proposal review comments for up to three (3) sets of contract documents
- Consultant will issue up to two (2) addenda per set of contract documents for a total of six (6) addenda.

Task 5 - Construction Services

Objective

Provide construction administration and inspection services to provide clarity to construction issues that may arise, confirm that the construction work as observed by the Consultant is in compliance with project design and technical specifications, approve material submittals, and observe field work when requested by the City to confirm the deteriorated pipes and manholes are rehabilitated appropriately according to the construction documents.

Activities

Following are the specific items of work included on this project for the construction administration and inspection of the Contractor's work. The construction duration is assumed based on prior project experience and could change depending on the Contractor, the conditions at the time, material availability, etc. To develop Construction Services costs, it is estimated that the construction duration will take up to 365 calendar days (52 weeks) to complete, inclusive of each construction contract on this project, assumed to be three (3). The hours included for field inspection are based on this duration at four (4) hours per week of inspection time.

Task 5.1 On-Site Inspection and Review of Work

An inspector will be furnished by the Consultant to maintain a periodic presence at the project site for the contractor's assumed completion time. Through on-site observations of the work-in-progress and field checks of materials and equipment, the Consultant will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor. This task includes the following work:

1. Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
2. Identify whenever it is believed that any work is unsatisfactory, faulty, or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
3. Provide support to the City's inspector as needed. The furnishing of such project representation will not make the Consultant responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents.

Task 5.2 Submittals, Shop Drawings, RFIs

The Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) submittals, shop drawings, and RFIs for each construction contract on this project. It is assumed that there will be three (3) construction contracts. The Consultant's review shall be for conformance with the design concept of the project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.

The Consultant will promptly and in accordance with project schedule requirements, review and approve, reject, or take other appropriate action on the Contractor's submittals, shop drawings, or request for substitutions. The Consultant will not approve any proposed substitution unless such substitution conforms to the project design concept and the construction contract documents including the contract price.

For each construction contract (assumed to be three (3)), submittal and RFI review efforts are based upon a maximum of two (2) reviews per submittal/RFI and that no more than fifty percent (50%) of the total number of first submittals/RFIs will require two (2) reviews. It is anticipated that there will be up to 15 separate submittals and five (5) RFIs for each construction contract.

Task 5.3 Meetings

The Consultant will attend weekly construction meetings with the City and Contractor throughout the assumed duration of the project (assumed to be 365 calendar days = 52 weekly meetings with approximately one (1) hour meetings). It is assumed that 52 meetings will be attended by the Consultant and that meeting agendas and minutes will be completed by the City or Contractor.

Task 5.4 Change Orders

The Consultant will promptly consult with and advise the City and shall administer and manage all change order requests by the Contractor. The Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding change order requests and change orders. For the purpose of estimating costs, the Consultant fees are based on up to two (2) change orders per construction contract for a total of six (6) change orders.

Task 5.5 Review Contractor Pay Application

The Consultant will assist the City in reviewing the Contractor's monthly pay applications. It is assumed that the Consultant reviews will be confirmation of the City's review and approval/rejection of the pay application. It is assumed that 12 pay applications will be reviewed by the Consultant.

Task 5.6 Substantial and Final Completion Inspection

Following notice from the Contractor and request from the City, the Consultant will participate in substantial and final completion inspections for each construction contract. This work will be conducted to determine if the finished work has been completed to the standard required by the construction documents and in compliance with the approved submittals and methods.

Task 5 - Construction Services - Deliverables

- Field inspection daily logs
- Responses to submittals, RFIs, substitutions

Task 5 - Construction Services - Assumptions

- Construction duration of 356 calendar days
- There will be three (3) construction contracts for this project
- Four (4) hours of construction inspection per week
- Up to 15 submittals and 5 RFIs per construction contract for a total of 45 submittals and 15 RFIs
- Consultant to attend 52 weekly construction meetings at one (1) hour duration each
- Up to two (2) change orders per construction contract for a total of six (6) change orders
- 12 Contractor pay applications

Task 6 - Post Construction Services

Objective

Provide accurate as-built drawings.

Activities

Task 6.1 Record Drawings

The Consultant will prepare three (3) sets of as-built drawings, one for each construction contract showing changes made during construction as noted by the Contractor in red-lined field plans. The as-built drawings will be sealed by the Engineer of Record. As-Built drawing information will be based on marked-up prints, drawings, and other data furnished by Contractor to City and Consultant which Consultant will review for accuracy and completeness. The record drawings for each respective construction contract shall be available to the City within 30 days of receipt of all data in its entirety from the Contractor.

Task 6.2 Obtain Approval of Construction

The Consultant will coordinate with Maricopa County Environmental Services Department (MCESD) to obtain an Approval of Construction (AOC) for Area 7 and Area 10.

Task 6 - Post Construction Services - Deliverables

- One set of electronic files representing as-built drawing information for each set of contract documents. This set of drawings will be developed in electronic format using AutoCAD
- Approval of Construction from MCESD for Area 7 and Area 10.

Task 7 - Allowances

Objective

This task covers direct costs to the Consultant, subconsultant costs, and design and construction contingencies to cover additional work in excess of the assumed/estimated construction durations.

Activities

Task 7.1 Survey – Areas 1-7, 9 (Cooper Aerial)

The Consultant will retain the services of Cooper Aerial to perform field survey for the project. Survey work includes establishing survey control in accordance with the published City of Glendale datum and benchmarks, roadway monuments, rim and invert location and elevations for all project manholes including the immediate upstream and downstream manholes not included in this project – see attached fee proposal from Cooper Aerial.

Task 7.2 Survey – Area 10 (Cooper Aerial)

For Area 10, the Consultant will retain the services of Cooper Aerial to perform field survey. Because the exact scope of the work for Area 10 is not yet known, for the purpose of estimating scope and fee, it is assumed that the survey will include the following information: establish survey control in accordance with the published City of Glendale datum and benchmarks and roadway monuments, survey of several sewer manhole rim and invert elevations on the 36- and 48-inch sewer pipes within the project area as well as the 8-inch pipe from Copper Cove neighborhood, and an aerial background.

Full topographic survey will be completed at each of the following locations:

1. The intersection of 95th Avenue and Camelback Road extending approximately 500 feet on each leg of the intersecting roadways.
2. 95th Avenue adjacent to Copper Cove neighborhood from approximately the projection of Oregon Avenue to the projection of Orange Drive

The Consultant will complete a QA/QC review of the survey data and will connect the survey shots to establish the linework for the existing sewer system to use as the basis for the project basefile.

Task 7.3 Potholes (TBD)

The Consultant will retain the services of a Subsurface Utilities Engineer to perform potholing to establish the exact horizontal and vertical location of conflicting utilities associated with pipe replacement areas. To estimate costs, it is assumed that a total of up to 10 potholes may be performed for this project.

Task 7.4 Approval to Construct Permit

This contract allowance is intended to cover the expedited review fees from Maricopa County Environmental Services Department (MCESD) for issuance of an Approval to Construct (ATC) permit. It is assumed that up to three ATC permits may be required for this project (Areas 7, 10a, 10b).

Task 7.5 Owner's Contingency Allowance

The City may elect to have the Consultant provide additional design and/or construction-related services for the project not already included in this scope of work. This allowance shall be used to fund such work as well as other unforeseen work on the project as directed by the City. No additional or out-of-scope work will be started by the Consultant until written direction from the City is received and agreed upon by both parties.

COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Emily Martin
602.678.5111 ext 215
emily@cooperaerial.com

Cost Proposal for Glendale Sewer & MH Rehab - Phase 7

Mark V. Lee
Consor Engineers LLC -8651
2432 W Peoria Ave, Suite 1246
Phoenix, Arizona 85029
602-595-7563
mark.v.lee@consoreng.com

Proposal Date:
01/28/2026
Project Location:
Glendale, Arizona
85303

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	Cooper Aerial is responsible for 32 ground control locations and post-process data *Access shall be provided to the subject property prior to the commencement of work.
Flight Services	Acquire 3cm color photography for mapping and imagery
Mapping Services	1"=20' scale map with a 1 Ft CI collection of DTM, Contours & Plan * The mapping will be produced to ASPRS Standards
Imagery Services	Orthorectified 3cm GSD file

Estimated Duration*

25-30 working days from the receipt of flight and verification of control

* Expediting must be addressed upon project authorization and additional charges may apply.

Deliverables for Glendale Sewer & MH Rehab - Phase 7

2D AutoCAD of the Planimetrics, Civil 3D Surface file, Orthorectified Imagery SID format (3-band)

COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Emily Martin
602.678.5111 ext 215
emily@cooperaerial.com

Project Notes

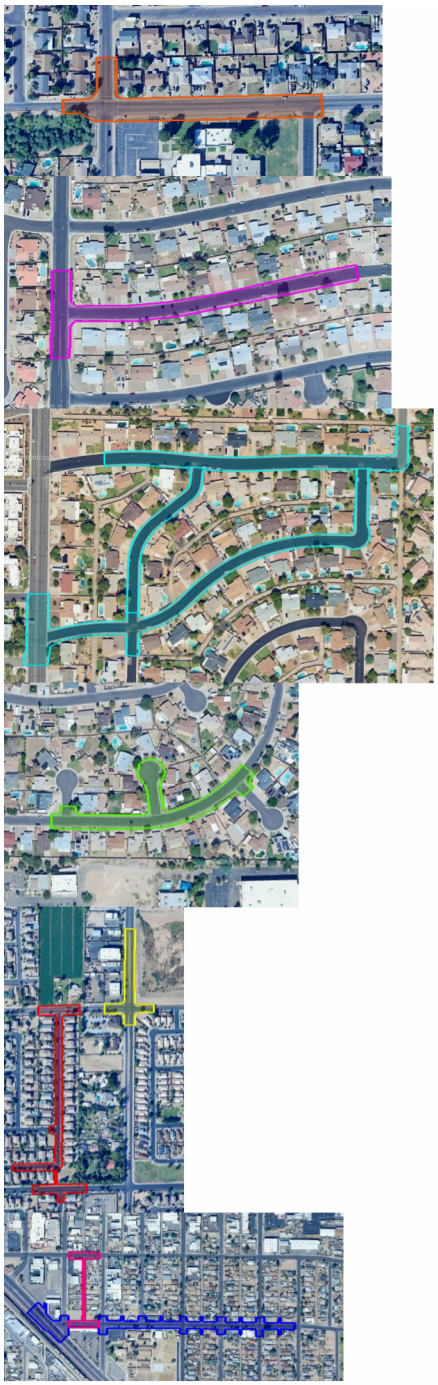
1. Cooper Aerial will provide surveying services for the 8 sites. See image below.
    1. Aerial mapping to be completed via traditional manned aircraft technology and associated tolerances.
    2. Aerial mapping to include all existing above ground features including manholes, valves, power poles, electrical boxes and other identifiable features.
        1. Mapping limits to be back of sidewalk or right of way within each roadway corridor.
2. Cooper Survey will field verify and survey:
    1. Collect Centerline monuments for future use
    2. Collect top of nut for existing water valves on existing mains, assuming valve covers are easily removed, and nuts are visible.
    3. Collect irrigation structures and inverts, within each area limit.
    4. Manhole Rim's and inverts.

Assumptions

- No Underground utility investigation and mapping will be completed in this task
- No property lines or determinations will be provided.
- Lane closures or traffic safety plan requirements may be anticipated. Traffic control plans to be prepared by the barricade sub-consult. All fees associated with traffic control or safety plan requirements are NOT included, with this proposal.
- Supplemental survey requests are typically provided in both written and graphic form to the surveyor as the design priority needs are set. Consor will provide clear instructions as to what is needed and when it is needed.
- Cooper Aerial may employ GPS RTK, Robotic Total Station, Ground base LiDAR scans, Drone or Aerial methods of data collection as may be appropriate to the level of accuracy being suitable to the intended use of the supplemental data.

Mapping Limits

* Cost and estimated turnaround are for mapping limits show. Expansion of mapping limits will result in price increase and additional turnaround time.



(Aerial acquisition and survey tasks will be billed at completion of tasks: $18,438.00)

TOTAL FEE: $26,201.00

(plus taxes where applicable)

All fees are listed in USD *Accounts not paid within 60 days of the date of the invoice are subject to a 2% monthly finance charge*

Exhibit C - City of Glendale
Sewer & Manhole Rehabilitation Phase 7
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predece
1	**Notice to Proceed**	0 days	Mon 6/15/26	Mon 6/15/26	
2	**Kickoff Meeting**	0 days	Mon 6/15/26	Mon 6/15/26	1
3	**Evaluation Services**	**85 days**	**Mon 6/15/26**	**Fri 10/9/26**	
4	Background Data	10 days	Mon 6/15/26	Fri 6/26/26	1
5	Pipe Inspection Review & Assess	10 days	Mon 6/29/26	Fri 7/10/26	4
6	Area 7 Alignment Analysis	20 days	Mon 8/10/26	Fri 9/4/26	8
7	MH Inspection & Assessment	10 days	Mon 6/29/26	Fri 7/10/26	4
8	Survey	40 days	Mon 6/15/26	Fri 8/7/26	1
9	Utility Research, Mapping & Coord	40 days	Mon 7/13/26	Fri 9/4/26	5
10	Right-of-Way Evaluation	10 days	Mon 8/10/26	Fri 8/21/26	8
11	Draft BOD Memorandum	25 days	Mon 8/10/26	Fri 9/11/26	8
12	City Review	10 days	Mon 9/14/26	Fri 9/25/26	11
13	Final BOD Memorandum	10 days	Mon 9/28/26	Fri 10/9/26	12
14	**Design Services-Package 1**	**90 days**	**Mon 9/28/26**	**Fri 1/29/27**	
15	Utility Coord	80 days	Mon 9/28/26	Fri 1/15/27	12
16	Design Submittal-60%	40 days	Mon 9/28/26	Fri 11/20/26	12
17	City Review	10 days	Mon 11/23/26	Fri 12/4/26	16
18	Design Submittal-90%	20 days	Mon 12/7/26	Fri 1/1/27	17
19	City Review	10 days	Mon 1/4/27	Fri 1/15/27	18
20	MCESD ATC Permit	20 days	Mon 1/4/27	Fri 1/29/27	18
21	Design Submittal-100%	10 days	Mon 1/18/27	Fri 1/29/27	19
22	**Pre-Const Services-Package 1**	**10 days**	**Mon 2/1/27**	**Fri 2/12/27**	
23	Respond to JOC RFIs	5 days	Mon 2/1/27	Fri 2/5/27	21
24	Review JOC Price Proposal	5 days	Mon 2/8/27	Fri 2/12/27	23
25	Addenda	5 days	Mon 2/8/27	Fri 2/12/27	23
26	**Construction Services-Package 1**	**120 days**	**Mon 2/15/27**	**Fri 7/30/27**	25
27	**Post-Const Services-Package 1**	**40 days**	**Mon 8/2/27**	**Fri 9/24/27**	
28	Record Drawings	20 days	Mon 8/2/27	Fri 8/27/27	26
29	MCESD AOC	20 days	Mon 8/30/27	Fri 9/24/27	28
30	**Design Services-Package 2**	**90 days**	**Mon 3/15/27**	**Fri 7/16/27**	
31	Utility Coord	80 days	Mon 3/15/27	Fri 7/2/27	
32	Design Submittal-60%	40 days	Mon 3/15/27	Fri 5/7/27	
33	City Review	10 days	Mon 5/10/27	Fri 5/21/27	32
34	Design Submittal-90%	20 days	Mon 5/24/27	Fri 6/18/27	33
35	City Review	10 days	Mon 6/21/27	Fri 7/2/27	34
36	Design Submittal-100%	10 days	Mon 7/5/27	Fri 7/16/27	35
37	**Pre-Const Services-Package 2**	**10 days**	**Mon 7/19/27**	**Fri 7/30/27**	
38	Respond to JOC RFIs	5 days	Mon 7/19/27	Fri 7/23/27	36
39	Review JOC Price Proposal	5 days	Mon 7/26/27	Fri 7/30/27	38
40	Addenda	5 days	Mon 7/26/27	Fri 7/30/27	38
41	**Construction Services-Package 2**	**120 days**	**Mon 8/2/27**	**Fri 1/14/28**	40
42	**Post-Const Services-Package 2**	**20 days**	**Mon 1/17/28**	**Fri 2/11/28**	
43	Record Drawings	20 days	Mon 1/17/28	Fri 2/11/28	41
44	**Design Services-Package 3**	**90 days**	**Mon 8/30/27**	**Fri 12/31/27**	
45	Utility Coord	80 days	Mon 8/30/27	Fri 12/17/27	
46	Design Submittal-60%	40 days	Mon 8/30/27	Fri 10/22/27	
47	City Review	10 days	Mon 10/25/27	Fri 11/5/27	46
48	Design Submittal-90%	20 days	Mon 11/8/27	Fri 12/3/27	47
49	City Review	10 days	Mon 12/6/27	Fri 12/17/27	48
50	MCESD ATC Permit	20 days	Mon 12/6/27	Fri 12/31/27	48
51	Design Submittal-100%	10 days	Mon 12/20/27	Fri 12/31/27	49
52	**Pre-Const Services-Package 3**	**10 days**	**Mon 1/3/28**	**Fri 1/14/28**	
53	Respond to JOC RFIs	5 days	Mon 1/3/28	Fri 1/7/28	51
54	Review JOC Price Proposal	5 days	Mon 1/10/28	Fri 1/14/28	53
55	Addenda	5 days	Mon 1/10/28	Fri 1/14/28	53
56	**Construction Services-Package 3**	**120 days**	**Mon 1/17/28**	**Fri 6/30/28**	55
57	**Post-Const Services-Package 3**	**40 days**	**Mon 7/3/28**	**Fri 8/25/28**	
58	Record Drawings	20 days	Mon 7/3/28	Fri 7/28/28	56
59	MCESD AOC	20 days	Mon 7/31/28	Fri 8/25/28	58

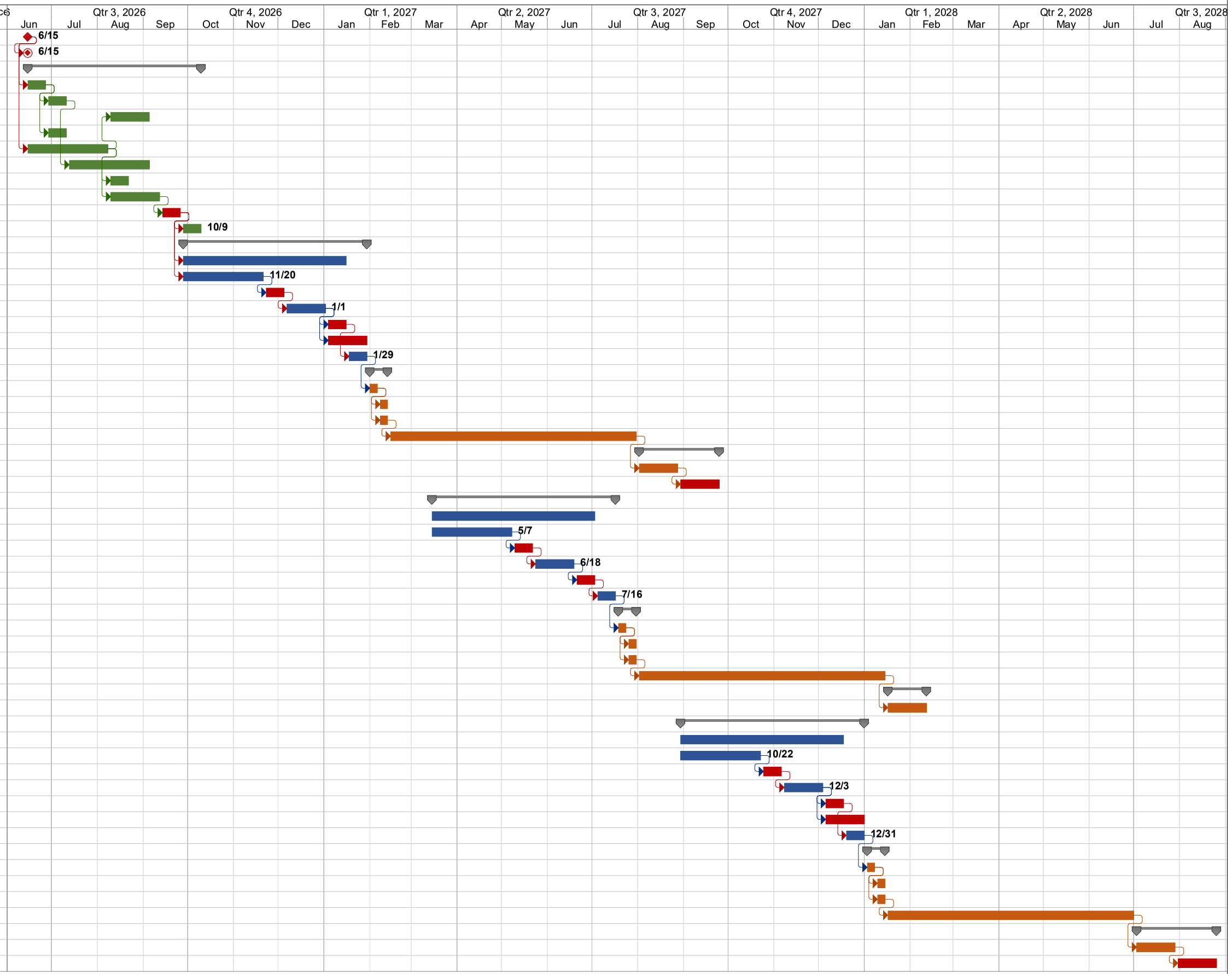


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EXHIBIT D

Dispute Resolution Procedures

1. Disputes.

1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) which cannot be resolved by applications of sections 12.1-12.2, shall be initiated and decided under the provisions of this Exhibit.

1.2 DP and City shall each designate in writing to the other party, from time to time, a member of senior management who shall be authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.

1.3 A party shall initiate a Dispute by delivery of written notice to the members of management designated by the respective parties under Section 1.2 of this Exhibit.

1.4 The parties must:

(A) Attempt to resolve all Disputes promptly, equitably and in a good faith manner; and

(B) Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

1.5 With respect to matters concerning modification of the Design Process or any schedule, DP must first follow the provisions of any Claim procedure established by the Agreement before seeking relief under these Procedures.

2. Emergency Arbitration.

2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either party considers necessary to prevent or mitigate a material delay to the critical path of the Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a party, either party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:

(A) The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;

(B) If the Emergency Arbitrator has not been selected at the time a party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.

(C) The Emergency Arbitrator shall be an attorney with at least ten (10) years' experience with commercial construction legal matters in Maricopa County,

Arizona, be independent, impartial, and not have engaged in any business for or adverse to either party for at least ten (10) years.

2.2 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules").

2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.

2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either party may upon three days additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.

2.5 All proceedings to arbitrate Time Sensitive Disputes shall be conducted in Glendale, Arizona.

2.6 Presentation, request for determination (i.e., a party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.6 of this Exhibit.

2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Services, subject to review de novo by arbitration after the Project Substantial Completion Date.

2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.

(A) Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;

(B) The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a party that fail to meet this obligation.

3. Non-Emergency Arbitration.

3.1 Except as provided in Section 5 of this Exhibit, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a de novo review of an AAA emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.

(A) The parties shall each select an arbitrator within 15 days after notice that a party desires to resolve a dispute by arbitration.

(B) The two arbitrators shall then each select a third arbitrator. If an arbitrator is not selected within any such 15 day period, then the arbitrator shall be appointed by the AAA.

3.2 The arbitrator(s) shall meet the qualifications of Emergency Arbitrators as provided in Section 2 of this Exhibit.

3.3 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

3.4 In connection with such arbitration, each party shall be entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each party shall deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.

3.5 The arbitration hearing shall be held within 150 days of the appointment of the arbitrators.

3.6 At the arbitration hearing, each party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

(A) Each party's Proposed Resolution must be fully dispositive of the dispute.

(B) The arbitrators must select one Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

(C) The parties must submit their proposed resolution of the matter to the arbitrators and the other party 15 days prior to the date set for commencement of the arbitration proceeding.

(D) The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

(E) The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

(F) All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing party, must be paid by the party whose position was not selected by the arbitrators.

4. Continuing Work. Unless otherwise agreed to in writing, DP must continue to perform and maintain progress of the Work during any Dispute Resolution or arbitration proceedings, and City will continue to make payment to DP in accordance with the Agreement.

5. Exceptions.

5.1 Neither City nor DP are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with City and DP.

5.2 City or DP may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the party seeks to enforce is enforceable under Arizona law), including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Glendale Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of City acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

5.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Arizona Rules of Civil Procedure.

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AGENDA ITEM: 16.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC FOR THE 75TH AVENUE, BEARDSLEY ROAD TO DEER VALLEY ROAD RECONSTRUCTION PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Combs Construction Company, LLC, for the 75th Avenue, Beardsley Road to Deer Valley Road Reconstruction project in an amount not to exceed $3,052,817.10. Engineering Staff recommends award of the Construction Agreement to Combs Construction Company, LLC.

Background

75th Avenue from Beardsley Road to Deer Valley Road is a vital transportation corridor. The most recent Pavement Condition Assessment (2025) indicates the roadway has a PCI of 47 and was identified as a reconstruction candidate. The section of roadway extends 1 mile north from Loop 101 to Deer Valley Road. The improvements include reconstruction of the pavement section, upgraded ADA improvements at intersections, and utility relocations.

In April 2025, Engineering staff selected Ardurra Group, Inc. from the Engineering On-Call list to evaluate, make recommendations for a scope of work, and complete design of the 75th Avenue, Beardsley Road to Deer Valley Road Reconstruction project.

Analysis

The Engineering Department published a Notice to Contactors requesting bids for the 75th Avenue, Beardsley Road to Deer Valley Road Reconstruction project. The project was advertised for bids on May 13 and May 20, 2026. On June 3, 2026, three (3) bids were received with Combs Construction Company LLC., submitting the lowest responsive and responsible bid, in the amount of $3,052,817.10. Construction is anticipated to begin in August 2026.

Previous Related Council Action

On September 9, 2025, Council adopted a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to accept $3,000,000 in funding appropriated by Senate Bill 1737 for the reconstruction of 75th Avenue between Beardsley and Deer Valley Roads.

Community Benefit/Public Involvement

Well-maintained infrastructure is an important element of strong neighborhoods and vibrant business corridors, and it plays a critical role in attracting quality economic development.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$3,052,817.10
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Project funding is available in the FY2026-27 Capital Improvement Plan, project #CIPST25075 - Street Reconstruction 75th - Deer Valley to Beardsley. Expenditures with Combs Construction Company, LLC., are not to exceed $3,052,817.10 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Construction Agreement

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Combs Construction Company, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 2026.

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 the Notice to Contractors and the attached Exhibit A ("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, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

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. Project.

1.1 Scope. Contractor will provide all services and material 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, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.

(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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred fifty (150) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

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 and materials 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 legal1y 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 of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, 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 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $3,052,817.10, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 <u>Change in Scope of Project</u>. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or 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 and not 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) The 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.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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 fifteen (15) days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials 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 (7) 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.

(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 more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 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, "Contractor's Policies"), until each Parties' 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 $2,000,000 per occurrence and $4,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, 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 $2,000,000 per accident for Contractor and 2,000,000 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) 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.

(G) Certificates of Insurance.

(1) Within ten (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 this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor within connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(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).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the 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 acceptable to all parties.

7.2 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 Required Insurance whenever requested.

7.3 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 policy 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its 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.

9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. **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.

11. **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.

12. **Notices.**

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, 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 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.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

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

Combs Construction Company, LLC
Attn: Mike Steg
1903 W. Parkside Ln., Ste. 100
Phoenix, AZ 85027

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

City of Glendale
Attn: Kelly Hargadin
5850 West Glendale Avenue, 2nd FL
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a
written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

14. 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.

15. 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 date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Combs Construction Company, LLC,
an Arizona limited liability company

_____
By: Mike Steg
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Reconstruction of 75th Avenue from Beardsley Road to Deer Valley Road, including ADA-compliant accessibility improvements and traffic signal enhancements

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

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 $3,052,817.10.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

AGENDA ITEM: 17.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC, FOR 59TH AVENUE AND NORTHERN AVENUE INTERSECTION IMPROVEMENT PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Combs Construction Company, LLC, to construct the 59th Avenue and Northern Avenue Intersection Improvement project in an amount not to exceed $780,546.45. Engineering Staff recommends award of the Construction Agreement to Combs Construction Company, LLC.

Background

As part of the Transportation Capital Improvement Plan, the intersection of 59th and Northern Avenues was identified for upgrade and improvement. Upgrades and improvements include adding a southbound to westbound turn lane, constructing a bus-pullout south of Northern Avenue, and making necessary ADA ramp improvements at all four corners of the intersection. In addition, in-pavement traffic loops will be eliminated and replaced by video detection equipment to control signal timing at the intersection.

Analysis

The Engineering Department published a Notice to Contactors requesting bids for the 59th Avenue and Northern Avenue Intersection Improvement project. The project was advertised for bids on April 29 and May 6, 2026. On May 20, 2026, three (3) bids were received with Combs Construction Company LLC., submitting the lowest responsive and responsible bid, in the amount of $780,546.45. Construction is anticipated to begin in August 2026.

Previous Related Council Action

On June 14, 2022, Council approved a Professional Services Agreement (C22-0598) with Jacobs Engineering Group, Inc. for design services for the 59th Avenue and Northern Avenue Improvements project in an amount not to exceed $117,560. The Professional Service Agreement was administratively amended on December 1, 2022, to include additional test holes (pot holing), in the amount of $12,462, to support the relocation of the catch basin in the proposed turn lane in 59th Avenue.

Community Benefit/Public Involvement

Well-maintained infrastructure is an important element of strong neighborhoods and vibrant business corridors, and it plays a critical role in attracting quality economic development.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$780,546.45
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2026-27 Transportation Capital Improvement Plan, project #CIPST22068 - 59th and Northern Intersect Improv. Expenditures with Combs Construction Company, LLC., are not to exceed $780,546.45 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Construction Agreement

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Combs Construction Company, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 2026.

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 the Notice to Contractors and the attached Exhibit A ("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, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

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. Project.

1.1 Scope. Contractor will provide all services and material 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, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.

(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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred fifty (150) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

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 and materials 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 legal1y 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 of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, 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 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $780,546.45, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 <u>Change in Scope of Project</u>. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or 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 and not 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) The 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.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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 fifteen (15) days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials 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 (7) 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.

(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 more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 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, "Contractor's Policies"), until each Parties' 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 $2,000,000 per occurrence and $4,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, 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 $2,000,000 per accident for Contractor and 2,000,000 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) 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.

(G) Certificates of Insurance.

(1) Within ten (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 this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor within connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(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).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the 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 acceptable to all parties.

7.2 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 Required Insurance whenever requested.

7.3 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 policy 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its 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.

9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. **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.

11. **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.

12. **Notices.**

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, 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 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.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

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

Combs Construction Company, LLC
Attn: Mike Steg
1903 W. Parkside Ln, Ste. 100
Phoenix, AZ 85027

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

City of Glendale
Attn: Kelly Hargadin
5850 West Glendale Avenue, 2nd Floor
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

14. 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.

15. 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 date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Combs Construction Company, LLC,
an Arizona limited liability corporation

_____
By: Mike Steg
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Addition of a southbound right-turn lane, along with a bus pullout located on the departure side of the intersection at 59thAvenue and Northern Avenue.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

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.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

AGENDA ITEM: 18.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH AJP ELECTRIC, INC., FOR THE 67TH AVENUE AND GREENWAY ROAD INTERSECTION IMPROVEMENT PROJECT
Presented by: David D. Beard, P.E., City Engineer

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with AJP Electric, Inc. to construct the 67th Avenue and Greenway Road Intersection Improvements project in an amount not to exceed $505,439. Engineering Staff recommends award of the Construction Agreement to AJP Electric, Inc.

Background

As part of the Transportation Capital Improvement Plan, additional capacity is needed at the 67th Avenue and Greenway Road intersection. To allow the intersection to operate more efficiently, a second west bound to south bound left turn lane is being proposed at this intersection. Additional upgrades include traffic signal modifications, pavement marking and signing improvements, and drainage enhancements.

In January 2025, Stantec Consulting Services, LLC (Stantec) was selected from the Engineering On-Call Consultants list to develop a Design Concept Report (DCR) to evaluate the 67th Avenue and Greenway Road Intersection. Stantec completed the DCR in July 2025 and identified a preferred alternative consisting of a second westbound left-turn lane, traffic signal upgrades, pavement marking and signing improvements, and drainage enhancements.

In October 2025, utilizing the Transportation General Engineering Services agreement (C25-0633), the Engineering Department authorized Stantec to advance the preferred alternative from the DCR to final design and prepare construction documents for bidding, in an amount not to exceed $54,260. Stantec completed the design documents in April 2026.

Analysis

The Engineering Department published a Notice to Contactors requesting bids for the 67th Avenue and Greenway Road Intersection Improvement project. The project was advertised for bids on May 6 and May 13, 2026. On May 27, 2026, four (4) bids were received, with AJP Electric, Inc., submitting the lowest responsive and responsible bid, in the amount of $505,439.00. Construction is anticipated to begin in August 2026.

Previous Related Council Action

On January 14, 2025, Council approved a Professional Service Agreement (C24-1339) with Stantec Consulting Services, Inc., for development of a Design Concept Report (DCR) to add a turn lane at the 67th Avenue and Greenway Road intersection in an amount not to exceed $14,488.

Community Benefit/Public Involvement

Well-maintained infrastructure is an important element of strong neighborhoods and vibrant business corridors, and it plays a critical role in attracting quality economic development.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$505,439
Budgeted Y/N?:	Y
Account:	44314529-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2026-27 Capital Improvement Plan, project #CIPST24017 - 67th Ave and Greenway Intersection. Expenditures with AJP Electric, Inc, are not to exceed $505,439 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Construction Agreement

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and AJP Electric, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 2026.

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 the Notice to Contractors and the attached Exhibit A ("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, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

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. Project.

1.1 Scope. Contractor will provide all services and material 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, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.

(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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

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 and materials 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 legal1y 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 of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, 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 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $505,439.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 <u>Change in Scope of Project</u>. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or 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 and not 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) The 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.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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 fifteen (15) days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials 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 (7) 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.

(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 more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 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, "Contractor's Policies"), until each Parties' 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 $2,000,000 per occurrence and $4,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, 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 $2,000,000 per accident for Contractor and 2,000,000 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) 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.

(G) Certificates of Insurance.

(1) Within ten (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 this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor within connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(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).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the 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 acceptable to all parties.

7.2 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 Required Insurance whenever requested.

7.3 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 policy 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its 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.

9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. **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.

11. **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.

12. **Notices.**

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, 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 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.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

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

AJP Electric, Inc.
Attn: Anna Paganik
1920 W. Cheryl Dr.
Phoenix, AZ 85021

(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
Attn: Soroush Pedram
5850 West Glendale Avenue, 2nd Floor
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

14. 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.

15. 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 date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

AJP Electric, Inc.,
An Arizona corporation

_____
By: Anna Paganik
Its: President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

This project is to add westbound dual left turn lanes at the intersection of 67th Avenue and Greenway Road, along with new westbound traffic signal poles.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

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 $505,439.00.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

AGENDA ITEM: 19.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION FOR THE CITY MANAGER TO EXPEND FUNDS TO REIMBURSE CAMELBACK SPRING TRAINING, LLC FOR CAPITAL REPAIRS MADE AT CAMELBACK RANCH - GLENDALE IN FISCAL YEAR 2027
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to approve the Fiscal Year (FY) 2026-2027 Camelback Ranch spring training facility Capital Repairs/Replacement (CRR) Program, and to authorize the City Manager to expend funds to reimburse Camelback Spring Training, LLC, to pay for the identified capital repairs as they are completed throughout the fiscal year, in an amount not to exceed $3,275,000 in FY2026-2027. The attached Capital Repair / Replacement (CRR) Program represents the anticipated highest priority of items to be addressed. There may be on occasion unscheduled repairs that could arise that would take priority over or change the priorities of the attached list. All projects are subject to review by the city before proceeding.

Background

The City of Glendale is the owner of the Camelback Ranch - Glendale spring training facility located at 10710 West Camelback Road. This state-of-the-art baseball facility is the spring training home of the Los Angeles Dodgers and the Chicago White Sox. It is located at 125 Acres at 111th Avenue west of the loop 101 between Camelback Road and Glendale Avenue. The facility opened in 2009. The Management and Lease Agreement calls for the city to fund a CRR Program for the city-owned spring training facility. The costs for implementing a CRR Program is the responsibility of the City of Glendale and the costs for operating and basic maintenance of the facility is the responsibility of Camelback Spring Training, LLC.

Some of the projects in the FY 27 Capital Repair/ Replacement Program include: concrete repairs; elevator control board replacement; interior painting of the second floor of the Chicago White Sox building; exterior painting of Building E, F and G; boiler replacement; carpet replacement in Building B; among other projects subject to city final approval. Several of the projects may be completed directly by a contractor of the City's and funds may be used to pay these contractors directly; such projects to include HVAC replacement and field replacements.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the safety and enjoyment of those who use it. Additionally, as this facility is owned by the city, it is important to maintain the value of the assets with an appropriate CRR Program in place.

Under the terms of the agreement with Camelback Spring Training, LLC the city is required to fund the cost of Capital Repairs and Facility Upgrades. To this end, funds in the amount of $3,275,000 are programmed in FY 2026-27 to be used for payment to Camelback Spring Training, LLC, for approved capital repairs/replacements.
Staff worked with Camelback Spring Training, LLC to agree upon the necessity of the projects outlined in this fiscal year's CRR Program and presents a total CRR Program for the Council to approve before projects have been started, and any funds are expended. Additionally, staff will ensure that all capital repair/replacement projects follow city purchasing guidelines.

Previous Related Council Action

On June 24, 2025, Council approved the FY 2024-25 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,472,000.
On June 25, 2024, Council approved the FY 2023-24 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,583,500.
On June 27, 2023, Council approved the FY 2023-24 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,479,599.
On June 28, 2022, Council approved the FY 2022-23 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,464,049
On June 22, 2021, Council approved the FY 2021-22 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,673,504.
On June 23, 2020, Council approved the FY 2020-21 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $863,752.
On June 25, 2019, Council approved the FY 2019-20 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,673,000.
On June 12, 2018, Council approved the FY 2018-19 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $1,300,000.
On June 27, 2017, Council approved the FY 2017-18 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $836,000.
On June 28, 2016, Council approved the FY 2016-17 CRR Program and authorized the City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $836,752.
On June 23, 2015, Council approved the FY 2015-16 CRR Program and authorized the Acting City Manager to expend funds to reimburse Camelback Ranch Spring Training, LLC for capital repairs made by the facility in an amount not to exceed $836,752.
On June 24, 2014, Council ratified the expenditure of funds to Camelback Spring Training; LLC in the amount of $400,253 for capital repairs completed to the city-owned Camelback Ranch Spring Training Facility in FY 2013-14 and authorized the expenditure of funds in the amount of $26,014 to cover the remaining anticipated capital repairs for FY 2013-14.

On February 4, 2014, Council was updated on the life-cycle cost information for Camelback Ranch Spring Training Facility.

Community Benefit/Public Involvement

Providing repair and maintenance services in a timely manner is necessary for the safety of employees who work and individuals who visit city facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Fiscal Impact

Fiscal Year:	FY226-27
Fiscal Year Amount Requested:	$3,275,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the FY 2025-26 Capital Improvement Plan (CIP), Project #CIPFC70801 - Camelback Ranch Maintenance Reserve. Reimbursements to Camelback Spring Training, LLC for approved capital repairs/replacements are not to exceed $3,275,000. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

FY2027 Projects

How was the item procured: Other

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

FY27 -Camelback Ranch Capital Projects

Project	Scope	
HVAC Replacements	Units and component replacement	$ 400,000.00
Interior Painting	CWS/Buidling K @nd Floor	$ 80,000.00
Exterior Painting	Building E, F & G (excluding metal beams and bridge)	$ 200,000.00
Field Replacements	Includes painting of foul poles	$ 900,000.00
CWS Boiler replacement (1)	One boiler in CWS building	$ 150,000.00
Fire Panel	Building P - relocate fire panel to climate control area	included
Building B/Visiting Clubhouse & Umpires Room	Carpet replacement	$ 20,000.00
Stadium Amp & Speaker Replacement	Replace failed components or replace system	$ 550,000.00
Elevator Building E	Replace circuit board	$ 50,000.00
Scoreboard Repairs	Control system and Tricaster	$ 225,000.00
Fence Repairs	Security Fence - White Sox Perimeter	$ 10,000.00
Stadium Riser, Sect. 103 and other structural repairs	Repairs per structural needs	$ 440,000.00
(Unplanned Repairs)/ECRs		$ 250,000.00
Total		$ 3,275,000.00

AGENDA ITEM: 20.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH ARNOLD MACHINERY COMPANY FOR FORKLIFTS
Presented by: Michelle Woytenko, Field Operations, Director

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter Amendment No. 1 to the Linking Agreement with Arnold Machinery Company, Contract No. C25-1194, for the purchase of forklifts, as well as repair and preventative maintenance services, for an increase of $300,000 for a total not to exceed amount of $460,000, for the entire term of the Agreement. Also requesting the term of the agreement to be extended through August 1, 2027. The remaining terms of the agreement remain unchanged.

Background

This agreement will be used for the purchase of forklifts, as well as repairs and preventative maintenance services.

Arnold Machinery Company was awarded a contract by the State of Arizona, Contract No. CR077503, for Forklifts, Repair and Preventive Maintenance, on June 23, 2025, with an effective date of September 1, 2025, extending through August 31, 2027, and includes the option to renew the term for three additional one-year periods through August 31, 2030.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process used complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City's Procurement Division.

Analysis

The city will use the agreement to fulfill operational needs for equipment purchases, replacement parts, service, repairs, and forklift refurbishments.

Previous Related Council Action

On October 28, 2025, Council authorized entering into a Linking Agreement with Arnold Machinery Company, Contract No. C25-1194, in the amount of $160,000, effective through June 22, 2026.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised, and all Arizona firms have an opportunity to participate.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$100,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2026-27 Field Operations operating budget in the Fleet Management and Landfill Division operating and maintenance budgets. Expenditures with Arnold Machinery Company are not to exceed $460,000 over the entire term of the Agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Amendment No. 1 to Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

C

AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C25-1194)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arnold Machinery Company, a Utah corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Arnold Machinery Company ("Contractor") entered into a Linking Agreement, Contract No. C25-1194, dated October 28, 2025 ("Agreement"); and

B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** Glendale City Code Section 2-149 provides that the City may enter into agreements without meeting the formal purchasing requirements of Section 2-145 if a contracting party complies with all terms and conditions of another govenmental entity's purchasing agreement without variation. This Agreement's term is therefore being corrected and amended to run concurrently with the Cooperative Agreement's term, which began on September 1, 2025 and expires 12 months later, unless extended for supplmental periods by mutual written consent of the original parties. The Cooperative Agreement's term was recently extended from September 1, 2026 through August 1, 2027. The Term of this Agreement is likewise extended until August 31, 2027.

3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The Compensation available under this Agreement is hereby increased by $300,000, for a new not to exceed amount of $460,000 over the entire term of the Agreement (initial term plus any extensions).

5. **Insurance Certificate**. Current certificate will expire on October 1, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.

6. **Non-discrimination.** 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.

7. **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.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Arnold Machinery Company,
a Utah corporation

By: ~~Justin Fantauzzi~~ TREVER BRANDT
Its: ~~VP Sales~~ DIRECTOR OF SALES

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: ARNOLD MACHINERY CO CTR077503	AMENDMENT NO.: One (1)
DESCRIPTION: Forklifts, Repair and Preventative Maintenance	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from September 1, 2026 through August 31, 2027 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

AGENDA ITEM: 21.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AGREEMENT WITH ROYALTY SEALANTS, LLC, FOR RE-SEALING JOINTS TO PREVENT WATER INTRUSION AND DETERIORATION ISSUES
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Royalty Sealants, LLC, for re-seal and caulking windows, CMU and concrete paving joints to prevent water intrusion and deterioration problems in the amount not to exceed $100,000 for the entire term of the agreement; and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for three additional one-year periods. The initial term of the Agreement is effective until April 5,2027.

Background

The Agreement with Royalty Sealants, LLC, will be used for Re-seal and caulking windows, CMU and concrete paving joints to prevent water intrusion and deterioration problems at the City of Glendale Facilities on an as-needed basis.

Royalty Sealants, LLC, was awarded a bid by Mohave Educational Services Cooperative, as described in the Re-seal and caulking windows, CMU and concrete paving joints to prevent water intrusion and deterioration problems Agreement, and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures ("S.A.V.E."). SAVE is a consortium of local municipalities of which Glendale is a member. Contract No. 24M-ROS-0405 was awarded on April 5, 2025, and is effective through April 5, 2027, and includes an option to renew the contract for three additional one-year periods, allowing the contract to be extended through April 5, 2030.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process used complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City's Procurement Division.

Analysis

Facilities Management will be able to utilize this contract for re-sealing and caulking windows, CMU, and concrete paving joints to prevent water intrusion and deterioration problems on an as needed.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised, and all Arizona firms have an opportunity to participate.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$100,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2026-27 Operating and Maintenance budgets for various city departments. Expenditures with Royalty Sealants, LLC are not to exceed $100,000 for the entire term of the Agreement. Expenditure beyond the current fiscal year is contingent upon Council budget approval.

Attachments

Linking Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROYALTY SEALANTS L.L.C.

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Royalty Sealants L.L.C., an Arizona limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 5, 2025, Mohave Educational Services Cooperative, a member of the Mohave Cooperative, entered into a contract with Contractor to purchase the goods and services described in Exterior/Interior Painting, Weatherization, and Other Coating Applications, Contract No. 24M-ROS-0405 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 5, 2025, until the date the contract terminates on April 5, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond April 5, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until April 5, 2027.

   B. The City may extend the term of this Agreement for three (3) one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars ($100,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Diane Cooksey
6210 W Myrtle Ave, Suite 111
Glendale, AZ 85301

and

Royalty Sealants L.L.C.
c/o Alfonso Lopez
alfonso@royaltysealants.com
5305 W. Westcott Dr.
Glendale, AZ 85308

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Patrick S. Banger
City Manager

"Contractor"

Royalty Sealants L.L.C.,
an Arizona limited liability company

By: _____
Name: Alfonso Lopez
Title: President

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROYALTY SEALANTS L.L.C.

EXHIBIT A
MOHAVE COOPERATIVE CONTRACT NO. 24M-ROS-0405
EXTERIOR/INTERIOR PAINTING, WEATHERIZATION, AND OTHER COATING APPLICATIONS

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROYALTY SEALANTS L.L.C.

EXHIBIT B
Scope of Work

Re-seal and caulk windows, CMU and concrete paving joints to prevent water instrusion and deterioration problems.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROYALTY SEALANTS L.L.C.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor using the fixed price methodology contained in Contractor's IFB Response Workbook, which is attached hereo, and in accordance with the rates as set forth in the Mohave Cooperative Contract No. 24M-ROS-0405, for EXTERIOR/INTERIOR PAINTING, WEATHERIZATION, AND OTHER COATING APPLICATIONS.

MOHAVE COOPERATIVE

24M-ROS-0405 Table of Contents
Royalty Sealants, LLC
Response to IFB 24M-1205

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Click section title to be taken directly to that section.

211 N 7th St, Kingman, AZ 86401 Phone: (928) 753-6945 Fax: (928) 718-3232 mesc.org

TAB 1a

Confidential/Proprietary Submittal Form
(Place after Tab 1a)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire bid and any publicly known information or available shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

_____X____ No confidential/proprietary materials have been included with this bid.

_____ Confidential/proprietary materials have been included with this bid. Bidder shall identify below any portion of their bid deemed confidential or proprietary (see General Terms and Conditions 6. Confidential Information).

Note that any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non- confidential or non-proprietary.

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the bidder and Mohave prior to any public disclosure.

ROYALTY SEALANTS L.L.C.
Firm

Authorized Signature

TAB 1b

Tab 1b

Left blank on purpose

TAB 1c

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. ADVERTISING

Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of contracted products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. BID OPENING

Bids shall be opened immediately following the bid due date and time. Unverified pricing will be publicly read and recorded in the presence of witness and available on OpenGov Procurement. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

4. CANCELLATION

4.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

a) A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
b) Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
c) Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
e) Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

4.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

4.3. Cancellation for conflict of interest: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mohave is or becomes at any time while the contract, or an extension of the contract is in effect, an employee of or a consultant to any party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

4.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

4.5. Cancellation for no or low-usage: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period.

4.6. Cancellation for non-performance or contract vendor deficiency: Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term, or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

a) Failing to comply with the accepted terms and conditions of the contract; or,
b) Providing material that does not meet the specifications of the contract; or,
c) Providing work and/or material that was not awarded under the contract; or,
d) Failing to adequately perform the services set forth in the scope of work and specifications; or,
e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time; or,
f) Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; or
g) Failing to provide required performance bonds; or
h) Performing work or providing products, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

4.7. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

4.8. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

4.9. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

4.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

5. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

6. CERTIFICATION

By signing the *Bid and Acceptance Form* (page 2 of the IFB), bidder certifies the following:

a) Bidder has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.

b) The submission of the bid did not involve collusion or other anticompetitive practices and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) had or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

c) Bidder 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, or service to a public servant in connection with the submitted bid.

d) Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

e) Bidder agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.

f) Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).

g) Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.

h) If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.

i) If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.

j) If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).

k) Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.

l) Bidder shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

m) If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.

n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the bidder entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

7. CONFIDENTIAL INFORMATION

7.1. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and notify the bidder of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.

7.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

7.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of contract(s), with the exception of information deemed confidential by Mohave.

8. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file. Correction of mistakes in a bid shall only be allowed as described in Arizona procurement rules and code.

9. CONTRACT MANAGEMENT

9.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

9.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

9.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

9.4. Assignment: Contract vendor agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

9.5. Contract claims or controversies: The requirements of the Arizona procurement code, the Arizona State Board of Education, School District Procurement Rules shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or A.R.S., Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

9.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

9.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

9.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

9.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

9.11. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

9.12. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

9.13. Successful performance: The sections of the solicitation defining the scope of services, requirements, or qualifications are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

9.14. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

9.15. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

10. COOPERATIVE PURCHASING

10.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any bid that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

10.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

10.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

10.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

11. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 6) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

12. EVALUATION and AWARD

12.1. Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

12.2. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

12.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

12.4. Effect of price: No contract shall be awarded solely on the basis of price.

12.5. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

12.6. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

12.7. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

12.8. Price workbook: All bidders must complete the 24M Exterior/Interior Painting, Weatherization, and Other Coating Applications workbook titled "24M Painting.xlsx". **Failure to complete and submit the 24M-1205 Exterior/Interior Painting, Weatherization, and Other Coating Applications workbook shall render your bid nonresponsive.** The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

12.9. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

12.10. Responsible bidder: A responsible bidder is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine a bidder to be responsible before awarding a contract to bidder.

12.11. Responsive bids: A responsive bid conforms in all respects to the material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

13. FEDERAL and STATE REQUIREMENTS

13.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

13.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

13.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations when notified by member.

13.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, when notified by member, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
c) HUD-5369-B, Instructions to Offerors Non-Construction
d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
e) HUD-5370, General Conditions of the Contract for Construction
f) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
g) HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (http://www.hud.gov).

13.5. Compliance with workforce requirements and eligibility: Pursuant to A.R.S. §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with A.R.S. §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: https://www.e-verify.gov/employers/enrolling-in-e-verify

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

13.6. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.dol.gov or by requesting a copy from the member.

13.7. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act, when notified by member.

13.8. Non-compliance: All federally assisted contracts with members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

13.9. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13.10. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.

13.11. Prohibition on certain telecommunications and video surveillance equipment or services for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance equipment or services to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

13.12. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

13.13. Subcontracts: Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

13.14. Terrorism country divestments: In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

13.15. Compliance to federal solicitation requirements:

a) Bidder certifies that all pricing in their bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.

b) Bidder agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

c) Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

d) Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60-30.

e) Bidder shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".

f) Bidder shall comply with the provisions of the Consumer Product Safety Act.

g) Bidder shall disclose all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The bidder shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

h) Bidder shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).

i) Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

14. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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 party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g., fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

15. INDEMNIFICATION

15.1. General Indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

15.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

15.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

16. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contact vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

17.2. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the Invitation for Bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

19.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

19.4. Open order and status reports: Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

19.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

20.2. Contract vendor invoice: All invoices shall list the applicable member name, purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g., performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract products and/or services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

20.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

21. <u>REPORTING and PAYMENT of ADMINISTRATION FEES to MOHAVE</u>

21.1. Reporting of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g., PDF) of the detailed Pcard/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

21.2. Payment of administration fees to Mohave: Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

22. PREPARATION OF BID and BID FORMAT

22.1. Modification of bid: A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.

22.2. Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

22.3. Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

22.4. Cost of bid preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

23. PRODUCT LINES

23.1. Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

23.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet-or exceed the specifications and performance of the discontinued model and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.

23.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave has the right to approve or reject any additions.

23.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

23.5. Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

24. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

25. PROTESTS

Protests shall be filed with the Executive Director (the District Representative) and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (https://www.azleg.gov/arstitle) and State Board Rules R7-2-1001 through R7-2-1196 (https://azsos.gov/rules/arizona-administrative-code). *A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Invitation for Bid. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

26. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

27. SAFETY STANDARDS:

Materials supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

28. SHIPPING

28.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point.

28.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

28.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

28.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

29. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

30. TAXES

30.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

30.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

30.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

30.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

30.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

30.6. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

31. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

Standard Terms and Conditions for Construction
(Place after Tab 1c)

1. BID SECURITY

1.1. Bid security requirement: School procurement rules [R7-2-1102 (A)] and as applicable in A.R.S. §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by A.R.S. §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in the **Special Term and Condition 2.1: Bid Bond**.

1.2. Form of bid security: Acceptable bid security for this IFB will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), A.R.S. §34-608 and §41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Oblige being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

2. CHANGE ORDERS

2.1. Adherence to specifications and drawings: The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

2.2. Change order requirement: Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in A.R.S. §41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave.

2.3. Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. CONSTRUCTION CONTRACTS

3.1. Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the purchase order. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.2. Member delays: As required by A.R.S. §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances, and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

3.3. Construction contract requirement: In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

3.4. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201® as a guide.

3.5. Member representative: All formal contacts between the contract vendor and the member shall be processed through the member.

3.6. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.7. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (A.R.S. §15-213 and §34-227)

3.8. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors.

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

6. DELIVERY OF CONSTRUCTION MATERIALS

6.1. Condition of materials on delivery: The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote, as a pass-thru charge.

8. LABOR PRACTICES

8.1. Labor practices: The contract vendor shall ensure the best interest of the member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.

8.2. Labor requirements: Employees of the contract vendor are not employees of the member. The level of competency of the personnel will be subject to approval by the member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. The contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees.

8.3. Quality of work: All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.

8.4. Removal of Employee or Representative: The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

8.5. Supervision: The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

11. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs will be identified in writing and agreed upon.

12. PERFORMANCE AND PAYMENT BONDS

12.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be cancelled.

12.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

12.3. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

13. PROGRESS PAYMENTS

13.1. Progress Payments on Construction: R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to A.R.S. §41-2577 (B) (D) (F) and as applicable in A.R.S. §34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

13.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and A.R.S. §41-2577 (E) and as applicable in A.R.S. §34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

13.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and A.R.S. §41-2577 (C) and as applicable in A.R.S. §34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

14. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

15. PROJECT COMPLETION

15.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

15.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

16. PUBLIC WORKS

16.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

16.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of A.R.S. Title 34, Article 3, for eligibility to receive public funds.

16.3. Residency requirement: A.R.S. §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in A.R.S. §34-321 as "*a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.*" It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

16.4. Restoration: The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense and is not subject to reimbursement by the member.

16.5. Public building rules, regulations and codes: Construction work on public buildings shall comply with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see A.R.S. §34-461).

17. RETENTION

17.1. Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

17.2. Substitute security: If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

18. RULES, REGULATIONS AND CODES

18.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information (http://www.epa.gov/).

18.2. Compliance: All work will be accomplished in conformance to current applicable OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

18.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous.

18.4. Liens/serial numbers: All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

19. SURETY COMPANIES

Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

20. WORKSITE

20.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

20.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

General Terms and Conditions and
Standard Terms and Conditions for Construction Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions and the Standard Terms and Conditions for Construction:

☒ We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

TAB 1d

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions may specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information as indicated in select Special Terms and Conditions.

1. **BIDDER QUALIFICATIONS**

   It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the provision, installation and maintenance of the product, material, process, or services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the bid and/or its own investigation of the company.

2. **BID BONDS AND BONDING CAPACITY**

   2.1. Bid Bond: Bidder shall provide an original bid bond or alternate bid security in the amount of **$100,000**. ***Place after Tab 1f.*** Note: Bid security as a percentage of the bid value (e.g., – 10% of contract award) is not acceptable.

   If the original bid bond is not signed and/or has conflicting information, it may render your bid non-responsive.

   2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **$500,000**. ***Place after Tab 1f.*** Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

   - Your single job bonding capacity.
   - Your aggregate bonding capacity.
   - An agent of your licensed bonding agency shall sign the letter.

   If the letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

3. **DELIVERY**

   3.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

   3.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

   3.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

   3.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

   3.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

4. **FORM OF CONTRACT**

   4.1. Contract vendor contract documents: If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.

   If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

4.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, any issued amendments, the awarded bid(s), contract modifications, and properly issued member purchase orders referencing the requirements of the awarded contract number.

4.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

5. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

6. INSURANCE

6.1. Certificate of insurance: Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate of insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount)*
- Workers' Compensation

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. **Any costs for adding a member as an additionally insured entity, shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, shall be provided at no additional cost.**

Provide evidence of current insurance coverage after Tab 2c.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, shall render your bid as non-responsive.

6.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

6.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000.

6.4. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

6.5. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member, and Mohave.

6.6. Umbrella/Excess Liability Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than $2,000,000.

6.7. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their bid. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional bids. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, bidder shall include details of any such arrangement in the bid.

8. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is an authorized dealer for the equipment offered, and that bidder is authorized to submit a bid on such equipment.

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this IFB shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
   a) Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the bidder.
   b) Any contingencies for economic price adjustments shall be identified in the bid.
   c) Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule, or other form that:

a) Is regularly maintained by a manufacturer, distributor or contractor;

b) Is either published or otherwise available for inspection by customers; and/or

c) States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.

10.5. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the bid. If allowed contingencies for price adjustment occur, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

10.6. Combination pricing: Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

10.7. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

10.9. Escalators: Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.

10.10. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

10.11. Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.

10.12. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

10.13. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

10.14. Travel/drive rates or mobilization: Contract vendor may charge for travel/drive rates or mobilization under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

a) Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

b) Mobilization charges are for the movement of equipment and are **not intended as an additional charge for equipment that is transported in the same vehicle with contract vendor employees**, to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

11. SAMPLES

11.1. Sample evaluation: Samples will be compared to bid specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

11.2. Sample requirements: Samples may be required prior to awarding a contract. Bidder shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

11.3. Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder shall be considered abandoned, and Mohave shall have the right to dispose of them.

12. SITE REQUIREMENTS

12.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

12.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.*"

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(les) at the school district where services are provided.

12.3. Onsite Contract Vendor Responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

12.4. Preparation: Contract vendor shall not begin a project for which the member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

12.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.

12.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.

12.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

13. SUBCONTRACTORS

13.1. Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

13.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

13.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

13.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

13.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

13.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

14. TERM OF CONTRACT AND EXTENSION

14.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

14.2. Contract extension (contract modification): Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

14.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

15. WARRANTY/QUALITY GUARANTEE

15.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. Any applicable extended warranty pricing shall be included in the Excel pricing workbook.

15.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave, or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

15.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

15.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year or two (2) years (for construction contracts) after acceptance of the equipment or materials by member, they shall be:

a) Of a quality to pass without objection in the industry or trade normally associated with them;
b) Fit for the intended purpose(s) for which they are used;
c) Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
d) Adequately contained, packaged and marked as the contract may require; and
e) Conform to the written promises or affirmations of fact made by contract vendor.

15.5. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

15.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued services be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

TAB 1e

Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for labor, materials, equipment, and ancillary services required to complete interior/exterior painting, coating, sealant, weatherization, and cleaning of member buildings, structures, and adjacent substructures as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 480 public agencies. The members currently eligible to participate in any awarded contract(s) as of October 28, 2024, is included in the attachment titled, *IFB 24M-1205 Current Mohave Members.pdf.* However, other members may be added during the term of an awarded contract(s). Members that are added during the term of an awarded contract(s) are responsible for determining if their purchases would materially increase any volume provided in the original solicitation. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials, and/or brands such as Behr, Benjamin Moore, Dunn Edwards, Frazee, Glidden, PPG Pittsburg Paints, Rain Guard, Sherwin-Williams, and/or equal quality products. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

- **Restriction of Services/Products:** The following services or solutions are not requested and shall not be awarded under IFB 24M-1205:
  - Lead abatement or remediation of mold shall not be allowed under an awarded contract.
- **Arizona Registrar of Contractors License clarification:**
  - Specification 1.1.01 requires an awarded vendor to have and maintain a current Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. This information was confirmed via an email with the Licensing Department of the Arizona Registrar of Contractors. Bidders shall provide evidence that they have a B-1, B-2, KB-1, KB-2, C-34, or CR-34 license.
  - Those bidders submitting a material only bid shall certify by taking exception to Specification 1.1.01 and providing a clear explanation for the exception, per the instructions found in the *Scope of Work and Specifications Acceptance Form.*
  - Bidders that are in the process of applying for a contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of an identified Arizona Registrar of Contractors License.
- **Bid Bond and Bonding Capacity Requirements:**
  - Special Terms and Conditions 2.1. Bid Bond and 2.2. Bonding Capacity are required by Mohave for solicitations that contain a construction component where a performance or payment bond may be required. **For those bidders that are submitting a "Material Only" bid response to IFB 24M-1205, the Bid Bond and Bonding Capacity letter WILL NOT BE REQUIRED.**

Two contract vendors hold Mohave's current contract for the specified products and services. Activity under the contract from April 4, 2020, including year to date activity (as of the publication date of this IFB) is $12,280,268. This information is provided as an aid to bidders in preparing bids only. The historical activity amount provided is not representative of a stated budgetary spend, maximum/minimum allowable spend, and is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	Wednesday, October 30, 2024
Pre-bid Conference Held (**non-mandatory**)	Wednesday, November 20, 2024, at 10:00 a.m. (local AZ time) Pre-bid conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Wednesday, November 27, 2024, at 4:00 p.m. (local AZ time) Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.
Published IFB Due Date and Time	Thursday, December 5, 2024, at 3:00 p.m. (local AZ time)
Public Opening of Bids	Thursday, December 5, 2024, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	Friday, February 14, 2025 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (*estimated date only*)	Saturday, April 5, 2025

3. SUBMISSION OF BIDS

3.1. Bids should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, as well as the completeness and clarity of the submittal content.

3.2. The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form.*

3.3. A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

1) Pricing Information: Excel pricing workbook uploaded to OpenGov Procurement. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, mobilization, travel description and bond methodology;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: *Bid and Acceptance Form, Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms, Standard Terms and Conditions for Construction Acceptance Form*, Scope of Work, Specifications with exceptions/deviations noted, *Scope of Work and Specifications Acceptance Form,* original bid bond/alternate bid security, current single job and aggregate bonding capacity information, *Anti-Lobbying Certificate Form, U.S. Department of Agriculture Form AD-1048, and EDGAR Certification;*

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, evidence of current Arizona contractor's license, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;

5) Additional Information: *Instructions to Bidder and Checklist Form*, descriptive literature, slicks and any other supporting documents, additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code **(A.A.C.):** https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.):** https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II **(SAAM)**: https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR)**: https://www.ecfr.gov/

Education Department General Administrative Regulations **(EDGAR)**: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon: https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra

Public Law: https://www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**: https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: https://www.hud.gov/

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

American National Standards Institute **(ANSI):** https://www.ansi.org/

ASTM International **(ASTM):** https://www.astm.org/

International Code Council **(ICC)**: https://www.iccsafe.org

Leadership in Energy and Environmental Design **(LEED):** https://www.usgbc.org/leed

Maricopa Association of Governments **(MAG):** https://azmag.gov/Programs/Public-Works/Specifications-and-Details

National Fire Protection Association **(NFPA)**: https://www.nfpa.org

Pima Association of Governments **(PAG):** https://apps.pagregion.com/standardspecifications/

Toxic Substances Control Act **(TSCA)**: https://www.epa.gov/laws-regulations/summary-toxic-substances-control-act

United States Environmental Protection Agency **(EPA)**: https://www.epa.gov/lead/lead-renovation-repair-and-painting-program

United States Department of Labor Occupational Safety and Health Administration: **(OSHA)**: https://www.osha.gov

Specifications
(Place after Tab 1e)

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

Partial bids: Mohave may consider partial bids for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make, or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and/or equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Bidders shall offer products, materials, processes, or services they believe meet the specifications. The fact that a manufacturer, supplier, or bidder chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation*" box. "No Bid" items shall be marked as such in the appropriate "Exception/Deviation" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form.*

	Specifications		Comply	Exception /Deviate*
1.1	**General Specifications**			
1.1.01	Contract vendor shall have a current and maintain through the life of an awarded contract, Arizona contractor's B-1, B-2, KB-1, KB-2, C-34, or CR-34 license from the Arizona Registrar of Contractors. **Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b. (See Primary Vendor Information – Qualifications and Experience, Question 6.)**		X	
1.1.02	Bidders that are in the license application process shall provide evidence on application. An awarded contract will be contingent on a successful award of Arizona contractor's B-1, B-2, KB-1, KB-2, C-34, or CR-34 license. **Provide a copy of the Arizona Registrar of Contractors application receipt with pending number after Tab 2b. (See Primary Vendor Information – Qualifications and Experience, Question 6.)**		N/A	
1.1.03	Bidders submitting a material only bid shall indicate a deviation to Specification 1.1.01 and 1.1.02 and provide a clear explanation, per the instructions found in the *Scope of Work and Specifications Acceptance Form*, confirming that the bid is for materials only and that no painting or application services will be provided through an awarded contract.		N/A	
1.1.04	Contract vendor shall provide services and/or materials to complete interior/exterior painting, coating, sealing, or cleaning of member facilities. Facilities may include, but not be limited to: buildings, classrooms, structures, or adjacent substructures.		X	

Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception /Deviate*
1.1	**General Specifications (Cont'd)**			
1.1.05	Contract vendor shall document on member quote all preparatory and post project work performed by the member, (e.g., furniture removal/restoration, doors, and hardware removal/restoration).		X	
1.1.06	Contract vendor shall document on member quote the agreed upon workdays and/hours for the project. Weekend hours shall be requested and approved by member and documented.		X	
1.1.07	Contract vendor shall visit the job site prior to providing a quote to verify the areas of work, dimensions, and any special conditions.		X	
1.1.08	Contract vendor shall notify the member if any hazardous materials or conditions (e.g., asbestos, suspect toxic mold, and infestations) are discovered during preparation or application. Work shall stop in the affected areas until the hazardous material is removed, or condition is resolved.		X	
1.1.09	Contract vendor shall provide to the member all current Safety Data Sheets (SDS) and manufacturer information for each applied coating.		X	
1.1.10	Contract vendor shall cooperate with any architect, engineer, general contractor, subcontractor, or other vendors working on the same project, as needed, and as directed by the member.		X	
1.1.11	Contract vendor shall obtain written approval from the member prior to any interruption of a classroom or program.		X	
1.1.12	Contract vendor shall request updated written instructions from the member if discrepancies or omissions are discovered in the plans, drawings, specifications, and/or any other documents for the project. Oral instructions or explanations are not permissible.		X	
1.2	**Standards, Compliance and Safety Specifications**			
1.2.01	Contract vendor shall comply with all current applicable ANSI, ASTM, ICC, OSHA, local, state, and federal rules or standards.		X	
1.2.02	Contract vendor completing work in Maricopa or Pima Counties shall conform to the current applicable standards, specifications, and codes as described in the MAG or PAG regulations. Work completed in all other regions in Arizona shall conform to current applicable standards, specification, and codes for those regions.		X	
1.2.03	Contract vendor shall use the current manufacturer instructions when any aspect of the painting application is not covered by a building code, rule, or standard.		X	
1.2.04	Contract vendor shall not be responsible for any vandalism after contract vendor has left the worksite, unless the vandalism was the result of the proven negligence of contract vendor leaving materials unsecured.		X	
1.2.05	Contract vendor shall provide and hang "wet paint" signs in all areas where paint crews are operating. The signs shall be of sufficient number, construction, and size as to be seen from all approaches.		X	
1.3	**Interior Preparation Specifications**			
1.3.01	Contract vendor shall remove all items that would be at risk during the painting process, to include, but not be limited to: doors; door hardware; miscellaneous hanging hardware; plates; lighting fixtures; screens; room numbers; and louvers. The areas and items that cannot be removed shall be masked and protected.		X	
1.3.02	Contract vendor shall coordinate with the member the storage of removed items to prevent loss or theft and for easy retrieval when painting project is complete.		X	

Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception /Deviate*
1.3	**Interior Preparation Specifications (Cont'd)**			
1.3.03	Contract vendor shall prepare surfaces in accordance with manufacturer instructions. If no specific preparation instructions are recommended by the manufacturer, contract vendor shall use best practices to prepare all surfaces to ensure adhesion of applied product.		X	
1.3.04	Contract vendor shall repair surface imperfections to include, but not be limited to: cracks, nail holes, uneven areas, and indentations. Surface imperfections shall be filled with the appropriate compound(s) and/or fillers required for surface type and texture.		X	
1.3.05	Contract vendor shall replace all items removed and unmask the items not removed. If a sign or door number was painted over, the room number or sign shall be restored or replaced like the original, unless otherwise directed by the member.		X	
1.4	**Exterior Weatherization / Preparation Specifications**			
1.4.01	Contract vendor shall provide exterior weatherization to include, but not be limited to: removal and replacement of caulking and backer rod from window and door frames; replacement of caulking at points where sidewalk and wall meet; and removal and replacement of structural caulking and backer rod as needed for expansion joints.		X	
1.4.02	Contract vendor shall provide outdoor surface preparation to include, but not be limited to: power washing; floor shot blasting; soda blasting; and sand blasting.		X	
1.4.03	Contract vendor shall prepare concrete masonry unit block walls prior to painting. Preparation includes crack fill and tuck-point mortar joint repair as needed.		X	
1.4.04	Contract vendor shall replace all items removed and unmask the items not removed. If a sign or door number was painted over, the room number or sign shall be restored or replaced like the original, unless otherwise directed by the member.		X	
1.4.05	Contract vendor shall not apply exterior finishes in humid, damp, or rainy weather. Exterior finishes cannot be applied until the surface has dried to meet manufacturer specifications.		X	
1.4.06	Contract vendor shall not apply exterior finishes in temperatures below 50°F, or when temperatures may fall below 50°F, unless manufacturer specifications allow for application at temperatures below 50°F.		X	
1.5	**Lead Paint – Renovation, Repair, and Painting Specifications**			
1.5.01	Contract vendor shall provide lead paint renovation, repair, and painting activities in accordance with current applicable EPA rules. Contract vendor shall be certified per 40 CFR 745 to provide these services. **Provide copy(ies) of EPA certification after Tab 2e. (See Primary Vendor Information – Qualifications and Experience, Question 8.)**		NO BID	
1.5.02	Contract vendor shall request the testing of any surface suspected by the member to contain lead components or lead based paint. However, if surface was tested previously, the contract vendor shall request the results of testing prior to any work.		X	

1.6	**Exterior/Interior Painting and other Coating Application – Specifications**			
1.6.01	Contract vendor shall provide paint and coatings that are new and unopened, that were procured directly from the manufacturer, manufacturer store, distributor, or retailer. Paint shall be maintained under warehouse conditions.		X	
1.6.02	Contract vendor shall provide paints and coatings with the following characteristics to include, but not be limited to: washable, durable, high pigments levels, and be formulated with low or no Volatile Organic Compounds (VOC).		X	
1.6.03	Contract vendor shall provide paints and coatings that do not contain ingredients listed as hazardous by the EPA, carcinogens, mutagens, reproductive toxins, or hazardous air pollutants. An exception shall be made for titanium dioxide and for products that are pre-tinted with carbon black by the manufacturer.		X	
1.6.04	Contract vendor shall apply paint and coatings with the method best required by project surface, (e.g., spray, brush, or roller), unless a specific application method has been requested by member or is required per manufacturer instructions.		X	
1.6.05	Products shall be applied per the manufacturer instructions using a high quality natural or synthetic brush, roller, or spray equipment. Sealants, fillers, and special compounds shall be applied in the fashion recommended by manufacturer.		X	
1.6.06	Contract vendor shall ensure paint and coatings do not overlap on windows, hardware, or adjacent surfaces. Contract vendor shall ensure all openings operate in a normal and free fashion. Any damage incurred by contract vendor shall be repaired or replaced with the same quality and design.		X	
1.6.07	Contract vendor shall avoid paint splatter or damage to adjacent surfaces or areas. Drop cloths shall be used to protect flooring and surfaces. Any damage incurred by contract vendor shall be repaired, replaced, or restored to the same quality and design.		X	
1.6.08	Contract vendor may provide, upon member request, any unused paint or coatings used for touching up and repairs. Unused paint or coating shall be provided in an original container that is serviceable for storage and the labels are unobscured.		X	
1.6.09	Contract vendors shall not dispose of trash, unused materials, or paint supplies, in member dumpster. Contract vendor shall dispose of waste paint and paint cleaning materials in accordance with current federal, state, and local codes, regulations, and standards.		X	
1.7	**Wear Resistant Wall Coverings Specifications**			
1.7.01	Contract vendor may provide wear resistant coatings to include, but not be limited to: whiteboards and blackboards. Coatings shall be applied according to manufacturer's instructions.		X	
1.7.02	Wear resistant wall covering shall exhibit the following characteristics to include, but not be limited to: abrasion, impact, stain resistant, mildew resistant, tear resistant, fire rated, and offered in a variety of colors and designs.		X	
1.7.03	Wear resistant wall covering with current Class A fire rating shall be installed in public classrooms.		X	

Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception /Deviate*
1.8	**Custom Painting Services and Extra-cost Provisions Specifications**			
1.8.01	Contract vendor may provide custom painting services to include, but not be limited to: game courts; sports courts; other athletic areas; outdoor recreation areas; traffic control striping; stenciling and markings; routine and emergency graffiti removal including repainting and wall covering services. ***Provide pricing in the pricing workbook.***		X	
1.8.02	Traffic control striping and markings shall meet current applicable ADOT and/or ADA requirements.		X	
1.9	**Warranty of Work Specifications**			
1.9.01	Contract vendor shall provide warranty of their work for a period of two (2) years from the date of acceptance of work by member. Contract vendor shall repair and repaint all defective work.		X	
1.9.02	Contract vendor shall provide a warranty for any work repaired or replaced for a period of twelve (12) months from the date of such repair or replacement. This twelve (12) month period is in addition to any remaining warranty from the original work.		X	
1.9.03	Warranty shall not apply to normal wear and tear or damage by acts beyond the control of either party.		X	
1.9.04	Any touch-up work necessary to prepare a project for final acceptance shall be done at no additional cost to the member.		X	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

X **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

TAB 1f

Bid Bond
(Place after Tab 1f)

Bond Number: LSM1358542

KNOW ALL MEN BY THESE PRESENTS:

THAT, Royalty Sealants LLC

(hereinafter called Principal), as Principal, and RLI Insurance Company

a corporation organized and existing under the laws of the State of Illinois, with its principal office in the city of Peoria, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of $100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for IFB 24M-1205 Exterior/Interior Painting, Weatherization, and Other Coating Applications.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 27th day of November, 2024.

Royalty Sealants LLC
PRINCIPAL SEAL

BY

RLI Insurance Company
SURETY SEAL

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

BY Kandace Norris

Notary Bond Agency
AGENCY OF RECORD

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1358542

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Kandace Norris in the City of Peoria, State of Arizona, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: **Royalty Sealants LLC**
Obligee: **Mohave Educational Services Cooperative, Inc.**
Bond Amount: **$ 100,000.00**

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 27th day of November, 2024.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 27th day of November, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 27th day of November, 2024.

RLI Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

A0006221_R_SUBS_BID

RLI INSURANCE COMPANY | CONTRACTORS BONDING AND INSURANCE COMPANY
P.O. Box 3967 | Peoria, IL 61612 | P (888)316-2242 | F (888)326-2242
contract.surety@rlicorp.com | www.rlisurety.com

11/26/2024

Re: Royalty Sealants LLC

We are writing this letter at the request of Royalty Sealants LLC.

Please be advised that we have been acting Surety for Royalty Sealants LLC since 03/12/2025. We have favorably considered them for single projects of $500,000.00 and aggregate limits of $500,000.00. These figures represent a guideline and are not a strict limitation.

RLI Insurance Company is a corporation organized and existing under the laws of the State of Illinois and is authorized to do business in all 50 states. **RLI Insurance Company** has an A.M. Best Rating of A+XIV.

This letter should not be construed as a commitment to write any specific bond and is being provided to give you an understanding of the limits we have previously considered for Royalty Sealants LLC. Should you require them to furnish a bid and/or performance and payment bonds, please be advised that we would be willing to consider issuance of such bonds subject to review of the contract terms, acceptable financing and Royalty Sealants LLC compliance with underwriting conditions at the time a request for bonds is made.

Sincerely,

Chad Brokhausen
Director, Contract
RLI Insurance Company

TAB 1g

Anti-Lobbying Certification Form
(Place after Tab 1g)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § *1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11:*

(A) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(B) The offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that:

(1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ROYALTY SEALANTS L.L.C.

(Firm Name)



(Signature)

VANESSA LOPEZ

(Print Name)

MEMBER - MANAGER

(Print Title)

11-20-2024

(Date Certified)

TAB 1h

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

UNITED STATES DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 19) Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

ROYALTY SEALANTS L.L.C. IFB24M-1205

Organization Name PR/Award Number or Project Name

VANESSA LOPEZ – MANAGER / ALFONSO LOPEZ - PRESIDENT

Name(s) and Title(s) of Authorized Representative(s)

Vanessa Lopez AS 11-20-24

Signature(s) Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 20) in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

TAB 1i

EDGAR Certification
(Place after Tab 1i)

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.

B. Termination Clause. Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

C. Equal Employment Opportunity. The contract vendor shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended): https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government)

D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of $2,000:

   a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

   b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If

there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over $100,000)

J. Certification Regarding Lobbying. Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR §200.450. No appropriated funds may be expended by the recipient of a Federal grant, cooperative agreement, contract, or loan to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

K. Record Retention - Record Keeping. The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).

L. Energy Policy and Conservation Act. The contract vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)

M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.

   a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

   b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410: (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

N. Buy American Provision. The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:

   a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

O. Affordable Care Act. The contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.

P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)

Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)

R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.

S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 8.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.

T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act and its implementing regulations.

U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. (Only applies to food/nutrition contracts)

EDGAR Certification
(Place after Tab 1i)

V. Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. When possible, Mohave shall ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered in accordance with 2 CFR §200.321. When federal funding may be used, contractors are required to apply the same consideration to subcontracts.

W. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Contract vendor agrees that they will not provide equipment systems or services that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.

X. Subcontractors. Contract vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Y. Domestic Preferences for Procurements.

a. In accordance with 2 CFR §200.322, Mohave shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BIDDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT BIDDER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE. BIDDER MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.

Company Name: ROYALTY SEALANTS L.L.C.

Mohave Solicitation Number: IFB 24M-1205

Printed Name: VANESSA LOPEZ

Authorized Signature: Vanessa Lopez

Date: 11-20-2024

Title: MEMBER - MANAGER

E-Mail: VANESSA@ROYALTYSEALANTS.COM

TAB 2a

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:

   a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

   VANESSA LOPEZ – CONTRACT REVIEWING AND REPORTING, ALFONSO LOPEZ-ESTIMATING, VERONICA SANTEE – ACCOUNTING, MICHAEL VAUGHN – SAFETY DEPARTMENT

Royalty Sealants will provide accurate and detailed estimates, as well as ensuring the well-being of the public by adhering to all the required safety regulations. Royalty Sealants is to oblige by state and government safety rules and codes of practice, Our safety team will be scheduled to a project site walk and conduct random visits in order to collect documentation and create reports confirming that safety rules and procedures are being followed. For all new installation and restoration projects we will document and collect evidence. Pictures, product submittals, and sealant, caulking, coatings and/or waterproofing manufacturer reports will be collected for warranty purposes.

Inspection of weatherization applications such as sealants, caulking, coatings and waterproofing, etc. will be completed by Royalty Sealants for quality assurance. The project installation process will be submitted to the customer, along with product data sheets. These measures play a crucial role in maintaining and protecting our clients' buildings and avoiding costly premature repairs.

Execution of weatherization and coating projects consisting of sealants, caulking, coatings, and waterproofing, etc. will meet or exceed the American Society for Testing and Materials (ASTM) standards. Adhesion and wet mils testing in accordance with ASTM will be completed periodically by a manufacturer representative and recorded. At the conclusion of the project, installation workmanship and manufacturers will be provided for the clients. Royalty Sealants has a team that will be assigned to each project that will be responsible for supplying support, project overseeing, and reviewing project accounts.

   b. Communication process with Mohave and its members:

Royalty Sealants will request as much necessary information as possible in order to prepare for a preliminary project site walk. Royalty Sealants will schedule a project site walk according to the client's convenience. This site walk visually and physically provides valuable information pertaining to the potential project. An inspection is conducted in order to identify the client's issues and areas of concerns. Details are discussed and further details are gathered during this initial meeting, such as the client's expected date of completion, and any special requirements that the client may have. During the project site walk, Royalty Sealants will assess the issues supplied by the client, as well as any other failures, or points of concern, that the client

has not communicated. Royalty Sealants utilizes proactive practices, in order to avoid future damage, leading to unnecessary costs and repairs. Based on our expertise, we will provide professional recommendations to the client. Royalty Sealants will compose a detailed estimate, including alternate bids for any additional items observed on the walk. The estimate will be presented to the client, accompanied with material safety data sheets and manufacturer product data sheets. Project references are available and will be readily shared at the request of the client. After client's acceptance of the estimate, a start and completion date will be agreed upon. Project specific materials, equipment, and supplies are ordered. We schedule a project site safety meeting with our safety coordinator and project foreman. The project foreman conducts a project crew meeting to discuss all necessary project details, including: project specific safety plan, tasks to be completed, among other project expectations. Next, required equipment, such as scissor lifts or scaffolding is delivered to the project site, and stored in an assigned area. Installation of sealant, caulking, or waterproofing commences. During the installation process, random project site visits will be conducted to document and record that safety and quality standards are met. When the scope of work is completed, a final client walkthrough is scheduled. After the client accepts the completed project with satisfaction, Royalty Sealants will submit all required close-out documents, including warranties. Communication is a key element for successful project completion, and Royalty Sealants is committed to providing effective communication with Mohave and its members.

c. Standard delivery time for products/services after receipt of purchase order:
24 TO 48 HOURS, EXCLUDING HOLIDAYS

d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:

Alfonso Lopez, President of Royalty Sealants, has been involved in the weatherization and restoration industry, and sealant, caulking, coatings, and waterproofing industry since 2002. He has filled all positions starting as a labor, and has progressed through the journeyman, foreman, and supervisor levels. In 2010, Alfonso founded Royalty Sealants. Alfonso has encountered numerous opportunities that have allowed him to become a weatherization expert. He is extremely capable in all aspects in leading Royalty Sealants. He gained valuable knowledge and understanding along his journey over the years. He has acquired a highly detailed level of technical skills allowing him to propel Royalty Sealants to the highest level of weatherization and restoration execution and expertise. He is well-informed in numerous application processes, materials, and safety protocols that can be tailored and utilized on projects, according to specifications. Alfonso understands and is proficient in remaining mindful of a project's budget needs. He is talented in expertly providing accommodations to adhere to a project's demands. For example, if presented with a specific budget limit, multiple products, at different price levels, can be offered. In addition to his technical level of knowledge

in multiple fields, he also possesses beneficial leadership skills. His weatherization and restoration career background has provided important and necessary qualities that encourage teamwork and development. Our employees are safety and OSHA trained, equipment operator trained, and scaffold trained by the Scaffold & Access Industry Association (SAIA). Our employees are certified installers by different sealant, caulking, coatings, and waterproofing manufacturers. The employees of Royalty Sealants play a crucial role in its success. Alfonso is able to direct the team in a positive and efficient manner, in order for projects to be completed seamlessly. Royalty Sealants has personnel with the expertise and level of knowledge in order to provide the services specified in the solicitation.

e. Specific value-added services that may benefit members:

Royalty Sealants is capable of offering Mohave members a list of value-added services at no cost to them. Our expertise allows us to provide the following services, pertaining to sealants, caulking, coatings, and waterproofing at no cost.

-Project site inspections
-Building inspections
-Water testing – AAMA 501.2
-Adhesion testing – ASTM C1521-19
-Pricing of multiple products
-Physical sealant color samples
-Physical coatings draw downs samples
-Physical material samples
-Project specific manufacturer details and recommendations
-Identify potential issues that could lead to unnecessary costs and future damage.

f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:
PERSONNEL WILL BE EDUCATED AND TRAINED AS TO WHAT SERVICES AND PRODUCTS ARE INCLUDED IN THE CONTRACT.

g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:
NONE

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

2. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

   Yes X *No* _____
   (Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

   If "Yes," describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

   ROYALTY SEALANTS EXECUTES AWARDED SCOPES OF WORK, HOWEVER,ON OCCASIONS, SUBCONTRACTORS ARE USED. LOCAL SUBCONTRACTORS ARE USED, WHEN NECESSARY. MAXIMUM AMOUNT OF SUBCONTRACTED WORK IS APPROXIMATELY 20-30%.

3. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

   Choose one of the three options below:

   ☐ Our pricing methodology is percent of discount off manufacturer's price list or catalog.

   ☒ Our pricing methodology is fixed pricing.

   ☐ Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

   NOTE: *If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See* ***Basis for Pricing*** *in the Special Terms and Conditions.)*

   MATERIAL AND EQUIPMENT COST CHANGES AFFECT COSTS.

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

4. Indicate if your bid is regional or statewide: Regional _____ Statewide _X_____

If you are providing a regional or county specific bid, that bid shall cover all members within that region or county.

Regardless of if your firm is providing statewide or regional/county services, complete the chart below to include the following:

a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

b. Indicate which area(s) of the state that you will provide services under an awarded contract.

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Cochise	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Coconino	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Gila	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Graham	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Greenlee	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
La Paz	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Maricopa	79	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Mohave	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Navajo	2	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Pima	5	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Pinal	3	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Santa Cruz	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS
Yavapai	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS

Yuma	1	STATEWIDE & RURAL AREAS	STATEWIDE & RURAL AREAS

c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

ROYALTY SEALANTS INTENDS TO TARGET ALL AREAS OF THE STATE.

TAB 2b

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b 2d, & 2e – As Noted Below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
   a) A short narrative description of what you are offering for this contract.
   b) A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
   c) Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
   d) Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a producer, publisher, or manufacturer of the products/services in the bid.
2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.
3. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9.
4. **Place after Tab 2b:** Indicate if your firm would qualify as a small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

   NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small businesses, minority businesses, women's business enterprises, veteran-owned businesses, or a labor surplus area firms were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm are for informational purposes only and shall not be a factor in the evaluation.
5. **Place after Tab 2b:** An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work or sold products and services in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **https://www.surveymonkey.com/r/IFB24M1205**

   The above survey is now active and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

   If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

   Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to.

   ___ CITY OF GLENDALE _____UNIVERSITY OF ARIZONA_____

   _____PINON SCHOOL DISTRICT_____ _____CITY OF CHANDLER_____

   _____MARICOPA COMMUNITY COLLEGES _____STATE BAR OF ARIZONA

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b 2d, & 2e – As Noted Below)

6. **Place after Tab 2b:** Provide copy(ies) of current Arizona Registrar of Contractors license(s) *[classifications from Description]* held by your company (Specification 1.1.01 requirement). If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.02 requirement).

7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

   Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

8. **Place after Tab 2e:** Provide a certificate from the United State Environmental Protection Agency certifying that your firm has fulfilled the requirements of the Toxic Substances Control Act (TSCA) and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.

TAB 2c

Summary Section Four: Service and Labor Rates

Service and Labor Rates:

Replace the text below with a description of each of your service and labor service rates. Replace the "Service or Labor Description" "Labor Description" below with the name of the service or labor rate, including but not limited to: Consulting, Design, Installation, Programming, Training, or General Labor. Replace the "Rate" "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if service or labor rates to not apply under an awarded contract.

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
SEALANTS, COATINGS, WATERPROOFING & RESTORATION	50	70	70
GENERAL CONTRACTING	50	70	70
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate
Service or Labor Description	Rate	Rate	Rate

Summary Section Five: Discount Information

Quick Pay Discount:

Replace this text with a description of your Quick Pay Discount.

Will you offer members a quick pay discount if payment is made within 10 or 20 days?
Yes X No _

If yes, what is the discount for:
10 days? 3% 20 days? ___%___

Discount Information:

Replace the text below with a description of each of your manufacturers, price list or product's discount information. Replace the "Manufacturer, Price List, Products" below with the name of the manufacturer, price list or products. Replace the "Product Type" below with a description of the products provided by that manufacturer or in the price list(s). Include the discount off MSRP, shipping and warranty information for that manufacturer, price list or product. If pricing is not a discount off of MSRP, indicate "Fixed" pricing to replace "Discount". Add additional line items as necessary to describe all of your product lines.

Manufacturer, Price Lists, Products	Type of Products	Discount off MSRP	Shipping	Warranty Period
SHERWIN WILLIAMS $42.25, PRO-CRYL	PRIMER	N/A	N/A	N/A
SHERWIN WILLIAMS $202.45, PRO-CRYL	PRIMER	N/A	N/A	N/A
SHERWIN WILLIAMS, $42.25, DTM	ACRYLIC	N/A	N/A	2 YEAR
SHERWIN WILLIAMS, $202.45, DTM	ACRYLIC	N/A	N/A	2 YEAR
SHERWIN WILLIAMS, $26.09 , COMPLEX	ACRYLIC COATING	N/A	N/A	10 YEAR
SHERWIN WILLIAMS $130.50, COMPLEX	ACRYLIC COATING	N/A	N/A	10 YEAR
SHERWIN WILLIAMS $54.89, CLEAR COAT	CLEAR WR	N/A	N/A	10 YEAR
SHERWIN WILLIAMS $274.50, CLEAR COAT	CLEAR WR	N/A	N/A	10 YEAR
SHERWIN WILLIAMS, $159.00, STAINBLOCK PRIMER	PRIMER	N/A	N/A	N/A
SHERWIN WILLIAMS, $77.50, STAINBLOCK PRIMER	PRIMER	N/A	N/A	N/A
SHERWIN WILLIAMS, $25.00, PM ZERO EG	LATEX	N/A	N/A	PER MANUFACTURER
SHERWIN WILLIAMS, $115.00, PM ZERO EG	LATEX	N/A	N/A	PER MANUFACTURER
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty

Summary Section Six: Volume Discount Information

Volume Discount Description:

Royalty Sealants offers a volume discount. Please see below for specific discounts.

Volume Discounts:

Replace the text below with a description of your volume discounts. Replace the "manufacturer" below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to qualify. Replace the "additional discount" with the additional discount amount.

Manufacturer	Amount of Purchase Required	Additional Discount	Volume Discount Description
SHERWIN WILLIAMS	400,000.00	3%	PURCHASE LEVEL NECESSARY TO QUALIFY
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.

Pricing Information
Price Workbook Instructions
(Place after Tab 3a)

1. All bidders shall complete the Summary Sections 1-6 worksheets of the 24M Exterior/Interior Painting, Weatherization, and Other Coating Applications workbook titled "24M Painting.xlsx". This shall be uploaded to OpenGov Procurement, along with your bid.
2. In addition to the workbook referenced in number 1 above, bidder may provide additional price schedule(s), (e.g., manufacturer's suggested retail price list). However, all price schedules shall follow the format, and provide the information as detailed in the product and services pricing description or instructions. All additional price schedules shall be uploaded to OpenGov Procurement. **(See Electronic Pricing Formats on page 31).**
3. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid.
4. **In addition, a PDF copy of the completed Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid.**
5. A pricing table on OpenGov Procurement will be required to be submitted with your bid.
6. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Bidders shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, bonds, transportation, lodging, mileage and/or M&IE.*
7. Percent of discount off manufacturer's price list or catalog offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
8. Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable and shall be rejected.
9. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
10. Products and/or services listed as "e.g., *call for quote, TBD, TBA*" are not acceptable. All products and/or services provided with your bid must contain a specific price in order to be considered for inclusion under an awarded contract.
11. Mohave serves members throughout Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

Failure to complete and submit the 24M Exterior/Interior Painting, Weatherization, and Other Coating Applications Price workbook shall render your bid nonresponsive.

Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One – Shipping, Restock, and Bond Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- *No administration fee is charged on restock fees, or separately stated shipping, or bonds.*

Price Workbook Summary Section Two – Lodging, M&IE, Mileage, Mobilization and Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage, mobilization, and travel/drive rates shall be included in Summary Section Two worksheet of the 24M Exterior/Interior Painting, Weatherization, and Other Coating Applications workbook.

Pricing Information
Price Workbook Instructions
(Place after Tab 3a)

- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable in the pricing workbook.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at https://gao.az.gov/travel/travel-information. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Indicate that you are using current state rates in the workbook.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates and mobilization.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Price Workbook Summary Section Three – Fees

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four – Service and Labor Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Five – Discount Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the name of the manufacturer, a brief description of the type of products they offer, the discount off MSRP, as well as shipping and warranty information for that manufacturer.
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Six – Volume Discount Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the purchase level necessary to qualify for the discount, as well as the additional discount amount.
- Add additional line items as necessary to describe all of your volume discounts.

Pricing Information
Price Workbook Instructions
(Place after Tab 3a)

Application Pricing/Material Only Pricing

- **Application pricing shall be fixed pricing.**
- **Material Only pricing shall be either fixed/percent off MSRP or combination.**
- Your firm's response to Tab 2a, Question 3, shall match the pricing workbook information. **Do not enter both MSRP Price and Fixed price for any single item.**
- As applicable, include the Manufacturer, Part Number, Description and Unit of Measure for each product or service offered in the **"MANUFACTURER", "PART NUMBER", "DESCRIPTION" and "Unit of Measure"** columns.
- Add additional line items as necessary.
- Manufacturers and discounts offered should match those provided in the price workbook Summary Section Five.
- ***The Mohave price shall include Mohave's 1% administration fee.***
- **If you are bidding Percent off MSRP pricing,** enter the pricing information in the columns titled **"MSRP PRICE"** and **"DISCOUNT".** The **"Mohave Price (with Admin. Fee)"**, column contains a formula that will automatically apply the discount from the "Discount" column to the MSRP price contained in the "MSRP Price" column.
- **Do not enter information into the cells contained in the "Mohave Price (With Admin. Fee)" column. Doing so will override the built in formula.**
- Delete, if MSRP pricing is provided, the "Fixed Price (With Admin. Fee)" Column.
- **If you are bidding Fixed pricing,** enter the pricing information in the column titled **"Fixed Price (With Admin. Fee)."**
- Delete, if Fixed pricing is provided, the "MSRP PRICE", "DISCOUNT", "Mohave Price (with Admin. Fee)" columns.
- Additional price schedule(s) (e.g., manufacturer's suggested retail price lists) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.

Additional Services Pricing

- **Additional Services pricing shall be fixed pricing.**
- Replace the instructional text by typing your information into each text box.
- If the information does not apply, enter "N/A".
- Include the name of the part number, brief description, the cost, as well as costing methodology/specifics.
- *The Mohave price shall include Mohave's 1% administration fee.*

Electronic Pricing Formats

Mohave provides its members access to searchable electronic pricing under an awarded contract so member may perform their due diligence. Preferred acceptable electronic pricing formats are:

- Excel formatted workbooks that are unsecured.
- PDF formatted documents that are unsecured and searchable.

Manually scanned, unsearchable and/or unreadable pricing pages are not considered an acceptable electronic pricing format.

TAB 4a

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

   Physical Address 5305 W. WESCOTT DRIVE GLENDALE, AZ 85308

   Mail Address, if different N/A

   Main Phone Number (623) 915-5624

   Website WWW.ROYALTYSEALANTS.COM

2. Contact information for firm's Arizona branch office:

   Physical Address 5305 W. WESCOTT DRIVE, GLENDALE, AZ 85308

   Mail Address, if different N/A

   Main Phone Number (623) 915-5624

   Website, if different

   Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

   Physical Address 5305 W. WESCOTT DRIVE, GLENDALE AZ 85308

   Email Address VANESSA@ROYALTYSEALANTS.COM

   Attention of ROYALTY SEALANTS L.L.C.

4. Payment remittance address 5305 W. WESCOTT DRIVE

   Attn: ROYALTY SEALANTS

   City GLENDALE State AZ Zip 85308

   Telephone (invoice questions) (623) 915-5624 -

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 21033516

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* x *No*

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   X☐ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

   STATE, COUNTY, AND CITY RATES ARE ADDED AND MULTIPLIED BY 65%, AND APPLIED TO ENTIRE COST OF PROJECT.

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact,
and Customer Support Information
(Place after Tab 4a)

6. Contacts for Mohave:

Main Mohave representative contact: ALFONSO LOPEZ
(Shall be the main point of contact for members and be responsible for member information requests.)

Title PRESIDENT Email address ALFONSO@ROYALTYSEALANTS.COM

Phone number (623) 277-0588 Fax N/A

Contract Administrator contact: ALFONSO LOPEZ
(Shall be the main point of contact for contract information requests.)

Title ESTIMATOR Email address ALFONSO@ROYALTYSEALANTS.COM

Phone number (623) 915-5624 Fax N/A

Accounting contact: VERONICA SANTEE
(Shall be the main point of contact for accounting issues.)

Title ACCOUNTING Email address VSANTEE@ROYALTYSEALANTS.COM

Phone number (623) 915-5624 Fax N/A

Open Order/Status Report contact: ALFONSO LOPEZ
(Shall be the main point of contact regarding open orders and status reports.)

Title PRESIDENT Email address ALFONSO@ROYALTYSEALANTS.COM

Phone number (623) 277-0588 Fax N/A

Audit contact: VANESSA LOPEZ
(Shall be the main point of contact for audit requests and clarifications.)

Title OFFICE MANAGER Email address VANESSA@ROYALTYSEALANTS.COM

Phone number (623) 915-5624 Fax N/A

Reconciliation contact: VANESSA LOPEZ
(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

Title OFFICE MANAGER Email address VANESSA@ROYALTYSEALANTS.COM

Phone number (623) 915-5624 Fax N/A

Escalation contact:
(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the IFB/contract. ***This contact shall be a different individual than those named for the contacts listed above and who is authorized to make decisions for the firm.)***

Title MEMBER / OFFICE MANAGER Email address VANESSA@ROYALTYSEALANTS.COM

Phone number (623) 915-5624 Fax N/A

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Do you provide warranty and maintenance for the items in the bid?

☒ **Yes,** the following is applicable to our bid. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our bid.

Describe the steps a member should take to activate a warranty and how they obtain warranty and maintenance service.

WARRANTY ACTIVATION PROCESS WILL HAVE TO BE SUBMITTED IN WRITING TO OUR FIRM AND ALLOW FOR A MINIMUM OF 30 DAYS TO COMPLY WITH NECESSARY STEPS TO CORRECT OR DETERMINE IF ISSUES ARE WARRANTY COMPLIANT.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

ROYALTY SEALANTS L.L.C.

5305 W WESCOTT DR. GLENDALE, AZ 85308

CALL 623-915-5624 FOR WARRANTY AND MAINTENACE SERVICES, ASK FOR ALFONSO.

Do you provide technical assistance via phone? ☒ Yes ☐ No If yes, provide a phone number and contact.

(623) 915 – 5624 - FOR WARRANTY ITEMS ASK FOR ALFONSO

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

4 TO 6

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

DEPENDS ON MARKET AVAILABILITY

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

48 TO 72 HOURS

TAB 4b

Supporting Contract Documents
Sample Supplemental or End-User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (sales, maintenance)? (See **4.1 Contract vendor contract documents** in the Special Terms and Conditions)

☐Yes ☒No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language (Entire agreement language may be allowed, if the following is included in a revised agreement "Terms and Conditions of IFB 24M-1205, and member purchase order");
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

AGENDA ITEM: 22.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AWARD OF REQUEST FOR PROPOSAL 26-21 AND AUTHORIZATION TO ENTER INTO AGREEMENTS WITH TWO VENDORS FOR CITYWIDE AUCTIONEERING SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to award Request for Proposal (RFP) 26-21, and to authorize the City Manager to enter into two separate agreements for the citywide auctioneering services with Liquidity Services Operations, LLC doing business as (dba) Sierra Auction and Sierra Tactical Auctions, Inc. Staff also request that the Council authorize the City Manager to renew the Agreements, at the City Manager's discretion, for four additional one-year renewals each. The initial term of each agreement is effective for one year.

Background

The City of Glendale issued a Request for Proposals (RFP 26-21) seeking qualified auctioneering service providers for the disposition of surplus City-owned property. These assets include, but are not limited to, vehicles, equipment, firearms, and other surplus items as deemed necessary. The primary objective of this solicitation is to maximize revenue from surplus asset sales while minimizing associated operational costs.

The RFP was advertised on January 7, 2026, and five vendor responses were received by the February 4, 2026, deadline. The evaluation process began on February 9, 2026, and ended on March 9, 2026, with one addendum to address questions. A diverse evaluation panel consisting of three members reviewed the proposals and determined that awarding multiple contracts would be the most advantageous approach for the City. This multi-award strategy provides flexibility and ensures the City can effectively manage and dispose of a broad range of surplus assets as needed. No protests were submitted in response to this solicitation. However, there is an additional agreement for a potential award contingent upon mutual agreement, which may be taken forward for Council approval at a future date.

Analysis

The City of Glendale currently utilizes a full-service auction provider for the disposition of vehicles, equipment, and surplus property, with a separate vendor for the sale of firearms. The proposed contracts enhance these services by providing both in-person and online, web-based auction capabilities, supported by expanded advertising and marketing efforts to maximize visibility and competitive bidding. All awarded vendors will be required to maintain current licenses, certifications, and permits necessary for the lawful

operation of their auctioneering services.

Community Benefit/Public Involvement

These contracts are expected to maximize sale proceeds, generating revenue that will directly offset the future cost of vehicle and asset acquisitions.

Attachments

Agreement with Sierra Auction

Agreement with Sierra Tactical Auctions

How was the item procured: Request for Proposal

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

AGREEMENT FOR
CITYWIDE AUCTIONEERING SERVICES
City of Glendale Solicitation No. RFP 26-21

This Agreement for Citywide Auctioneering Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Liquidity Services Operations LLC dba Sierra Auction, a Delaware limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2026.

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 26-21 (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 complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); 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.

a. The City has no payment obligation to the Contractor other than paying the relevant Commission per Lot on the proceeds of any sales of vehicles or heavy equipment, as detailed in **Exhibit B**, Contractor's Updated Pricing Workbook. Specifically, the City has not agreed to and will not pay any amount for any costs incurred by Contractor for the costs of advertising, marketing or holding an auction, for logistics associated with pickup, transportation, storage, cleaning and preparing items for auction or disposing or recycling any items not suitable for auction, technology or appraisal, processing and reporting fees, or costs for travel, telephone, copying or other out-of-pocket expenses.

b. Contractor will submit a monthly accounting (each, a "Sales Report") to the Contract Administrator in City's Finance or Police Department as provided in **Exhibit A**. Contractor's Commission will be paid in the following month by deducting the Commission due from the proceeds of the sales collected in the prior month, after the City's Contract Administrator has reviewed and approved Contractor's accounting of the net sale(s)

proceeds. All remaining net sales proceeds shall be thereafter remitted to the City within 30 days.

c. There is no guaranteed minimum amount to be paid Contractor under this Agreement. Contractor assumes the risk that the items offered at auction will not generate any proceeds.

4.2 Change in Scope of Project. The Compensation not may be equitably adjusted.

5. Billings and Payment.

5.1 Payment.

After a full and complete Sales Report required in Section 4.1 above is received and approved by the City's Contract Administrator, Contractor will remit payment of the proceeds of the sale(s) minus any Commission due within 30 days.

5.2 Contractor must pay all applicable sales tax out of its Commission.

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 $2,000,000 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 $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 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 $2,000,000 per accident for Contractor and $2,000,000 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:

Liquidity Services Operations LLC dba Sierra Auction
c/o Michael Price
6931 Arilington Rd, Ste. 460
Bethesda, MD 20814

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

City of Glendale
c/o Shoalynn Gilliland
5970 W. Brown Street
Glendale, Arizona 85302
(623) 930-2863

With required copy to**:**

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

16. Term.

16.1 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: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Liquidity Services Operations LLC dba Sierra Auction,
a Delaware limited liability company

By: Nick Carr
Its: Vice President, Revenue

EXHIBIT A

CITYWIDE AUCTIONEERING SERVICES

PROJECT

Contractors will be responsible for inventory services, record keeping, security, day-to-day sales, warehousing, protection from the elements, transport of agency vehicles and equipment to a secured auction site, and auctioneering services to ensure the successful operation of the agency's surplus property operations. This shall include the removal of all agency decals and insignias from any vehicles and/or equipment, and provide all labor to perform all sales transactions, advertising, collecting of funds, arranging title transfers, and preparing/submitting the documentation for each transaction.

Contractor shall ensure that all agency assets to be sold have been inspected to verify that any extraneous or extra agency property that may be enclosed, attached, or otherwise not generally considered as part of the asset has been removed and returned to the agency.

Contractor shall maintain and keep accurate asset records for each item of agency property auctioned or sold. This is to include a model number(s), serial number(s), VIN(s), asset tag number(s), date each item was auctioned/sold, and the amount each item was auctioned/sold for.

The City reserves the right to conduct a site inspection of the Contractor's location if deemed necessary

ONLINE AUCTION OPTION

In addition to a standard storefront auctioneering service, the City anticipates awarding one or more contracts to a firm(s) that offers a comprehensive live web-based auction for the above services. These services will be utilized on an as-needed basis. The City reserves the sole right to determine which auction method, online, live, or a combination of the two, will be used to dispose of surplus items, in accordance with City, State, and Federal law.

Contractor shall provide a fully hosted website. Contractor shall provide City with a link from its auction domain (e.g. GlendaleSurplus.org) to Contractor's website, which allows bidders direct access to City auctions, with minimal clicks and is seamless to the bidding community. The City must have the ability to view a detailed bid history of its auctions at any time during or after the close of an auction. Contractor shall actively market auctions to prospective bidders in order to expand the Contractor's bidder list

The website shall have the ability to block bidders at the City's sole discretion. The City must have access to the bidder's profile information in order to contact the bidder via phone, fax, or email

Contractor shall provide easy access, high responsive technical support and customer service. Contractor shall endeavor to respond within one (1) hour and must respond no later than twenty-four (24) hours to all inquiries by City and buyers. Technical issues identified by the Contractor, which have the potential to disrupt business, must be communicated to the City within one (1) business day after identifying the issue

Contractor shall have an option for a City pays or a Buyer pays auction fees arrangement or a combination of the two. The online auction system must be able to automatically notify the City and the winning bidder of awarded auction item(s).

Contractor shall, at a minimum, offer a fee structure where the Contractor's fee is a percentage based on the actual amount for which an auctioned item is sold (excluding sales tax). Contractor will be responsible for the payment of all Contractor costs associated with the auction, including fees Contractor charges and receives from the City. An itemized expense schedule and fee report shall be prepared for each auction and submitted to the City. Contractor will only be paid its auction fees on items that have sold and where the buyer has paid for the item(s). 4.7. Contractor shall provide a usage report to the City of Glendale Purchasing Office quarterly that clearly identifies all cooperative partners that are utilizing this contract. The report must clearly identify the agency/usage

CONTRACTOR RESPONSIBILITY

The Contractor shall specify the location where their auctions are held. Additionally, the Contractor shall clearly define and differentiate the roles and responsibilities of the Contractor and the City, including cooperative partners. The Contractor is responsible for scheduling pickup of all vehicles, equipment, firearms, and surplus property for

auction within five (5) days of receiving notification from the City. The City will provide a spreadsheet listing all items to be auctioned, including vehicle titles, keys, and other related items. Refer to Section 6 for instructions on firearm sales. The Contractor is responsible for processing titles for buyers and submitting the "sold" notice of vehicles and equipment to the Motor Vehicle Department (MVD) on the same day as the auction.

SELLING OF FIREARMS

The contractor will be required to administer the sale of all firearms. It is the intention of the City that the Contractor will take possession of the firearms and store, list, sell ,and transfer firearms according to the City's requirements and ATF guidelines 6.2. The City will provide a report of the firearms intended for auction. The said report will list the unique firearm "lot number", along with the make, model, and serial number (if available) of all firearms processed and provided for auction. The report may list the caliber of the firearm. If available, the report may list the police case number and the unique property item number for each firearm. Firearms from AFU will be sold individually and records shall be maintained regarding the sale price and purchaser of each individual firearm. Records must include the purchaser's name, address, etc. A copy of these records shall be provided to the AFIJ after the sale of the firearm. Firearms from the Evidence section will also be sold individually, and sale information will be provided to the City

The City will transfer firearms eligible for auction to the Contractor in two (2) different manners, depending upon which Division the firearms originate

Contractor shall be responsible for picking up firearms from the agency

Contractor shall explain how they intend to account for / track firearms, including firearms that may not have been manufactured with serial numbers. With regards to firearms that do not have a serial number, certain firearms that were manufactured prior to the Gun Control Act of 1968 did not have serial numbers. These firearms can be resold by any Federal Firearms Licensee (FFL). Firearms that have a serial number that has been altered, defaced, or removed cannot be resold and will be destroyed by the Police Department 6.6. Contractor shall be required to maintain a federal firearms license and is therefore required to perform FBI background checks on anyone purchasing a firearm. The City will not allow "Subcontractors" or "third parties" to engage in the selling of firearms

Contractor shall be required to take all legal firearms from City, regardless of condition, including functionality, completeness, condition, etc.

TRANSPORTING

Contractor shall arrange the transfer of vehicles, equipment, firearms, and surplus property from City facilities to the auction/storage site within five (5) business days after notification. The Police Department may elect to deliver seized vehicles and surplus property to the Contractor's site. City shall notify Contractor by telephone of vehicles, equipment, and surplus property to be sold at auction, as well as provide a detailed list of vehicles and equipment, including old equipment number, make, model, year, and mileage. The City reserves the right to transport vehicles and equipment if it's determined to be in the City's best interest, and to continue transporting all firearms to the Contractor's storage site. Consideration for using transport services to obtain the best pricing for City is desired.

VEHICLE PREPARATION

Contractor shall be responsible for the careful removal of all City decals and City identification numbers on City vehicles and/or equipment prior to sale. Contractor shall be responsible for the removal of push bars and prisoner divider screens on public safety vehicles. Items removed may be auctioned or returned to the City at the City's request. A statement describing how each removal will be performed must be included with the proposal. Contractor shall ensure the maximum financial benefit to the agency by cleaning the interior and exterior of all vehicles and equipment

AUCTION SCHEDULE

The Contractor shall conduct regularly scheduled public sales and shall provide the City with a listing of dates and times of scheduled sales.

Contractor shall be a valid Public Consignment Auction Dealer and provide notary services

SECURED FACILITY

The contractor shall have a secured facility and auction site located in the metro Phoenix area and shall be responsible for protecting City property assigned to their facility before and after each auction. Contractor shall handle any disputes that arise during and after the auction.

DAMAGE AND VANDALISM

The Contractor shall notify the Fleet Services Division or Police Department personnel, as applicable, if damage is caused to City property while in the Contractor's possession. Contractor shall be liable for the cost to repair such damage or pay compensatory damages equal to the damage incurred

ADVERTISING

The Contractor shall coordinate pre-auction requests to view the property, including answering questions from potential bidders. Contractor must submit a proposed advertising/marketing plan with a proposed submittal, which would maximize participation and revenue for vehicles and surplus property sold

The Contractor shall be responsible for advertising each surplus auction according to ASRS statute. In addition, the Contractor must describe the plan for advertising/marketing the use of this contract to potential bidders

For an online solution, it is not a requirement to post/advertise in a local newspaper per A.R.S. 12945, "Sale of Property". Viewing items in the Contractor's online auction "catalog" will suffice

DOCUMENTATION AND RECORD KEEPING

The Contractor shall be responsible for the coordination of all auction record-keeping activities. Contractor shall provide a complete itemized accounting to the City of all records related to the sale. As a minimum, these records shall include: a copy of the advertisement, City identification numbers, serial numbers, VIN numbers, prices paid for each vehicle, commission charged, towing costs, parts used, detailing/cleaning and decal removal, and other services provided

Contractor shall provide a sample report, documenting reporting capabilities. Reports must be able to compare historical auction data (items sold, and revenue generated) to current auction activity. Provide an example auction scenario to include schedule, tasks, resources, duration, etc. for City and cooperative partners

CITY'S RIGHTS

The City reserves the right to add and delete vehicles and equipment from the auction up to the day of the auction, to visit the storage facility during normal working hours to inspect the thoroughness of preparation prior to sale, to attend each auction at no charge, and the right to set minimum bids on City property

FEE STRUCTURE

The Contractor shall, as its compensation for Auctioneering services, receive a commission based on a percentage of gross sales proceeds generated from City surplus, plus any approved fee as outlined in the Pricing and Compensation section. Contractor shall submit an itemized price list of all fees, costs, and services in Pricing and Compensation section as well as describe any other charges not stated

The Contractor shall include optional pricing for detailing each vehicle and/or equipment, and, at a minimum, the detailing shall include: washing, cleaning seats, floors, dash, etc. The contractor must submit a statement describing the services to be provided for the fee proposed. A price must also be submitted for providing a new battery if it is needed to make the vehicle operable. The City must give permission before a battery is replaced

PAYMENTS

All payments for sales, less any commissions and fees shall be submitted within thirty (30) calendar days after the sale. The contractor will collect and remit all applicable sales tax.

Payments must be submitted as follows:

Police Department Property and Evidence

For Police Department property or weapon sales, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

City Warehouse

For City Warehouse sales of surplus property, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

Fleet Services

For Fleet Services sales of vehicles and equipment, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

APPRAISAL OF ITEM(S)

At the discretion of the City, a request may be made to the Contractor to have specific items appraised prior to an auction. A copy of the appraisal shall be submitted to the appropriate City requesting department prior to the auction, and the appraisal fee shall be deducted by the Contractor from the City's proceeds for the sale of that particular item

LICENSES

The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor

EXHIBIT B

CITYWIDE AUCTIONEERING SERVICES

COMPENSATION

COMPENSATION

See Sections 4 and 5 of the Agreement.

DETAILED PROJECT COMPENSATION

Commissions will be paid in the percentages outlined in the attached Updated Pricing Workbook.

Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 26-11/42600023** **CITYWIDE AUCTIONEERING SERVICES** ****UPDATED****PRICING WORKBOOK**	**CITY OF GLENDALE** **Procurement Department** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in 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.

1. 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 fee proposal.

2. PRICE SCHEDULE

COMMISSIONS:

SERVICE CATEGORY	COMMISSION %	BUYER PREMIUM %	FLAT FEE ($)
Vehicles	-1%	$0.00 to $999.99 = $99.00 $1,000.00 to $1,499.99 = $199.00 $1,500.00 to $1,999.99 = $299.00 $2,000.00 to $2,999.99 = $399.00 $3,000.00 to $3,999.99 = $499.00 $4,000.00 to $4,999.99 = $599.00 $5,000.00 to $5,999.99 = $699.00 $6,000.00 to $999,999,998.99 = 12%	$0
Heavy Equipment	-1%	$0.00 to $999.99 = $99.00 $1,000.00 to $1,499.99 = $199.00 $1,500.00 to $1,999.99 = $299.00	$0

		$2,000.00 to $2,999.99 = $399.00 $3,000.00 to $3,999.99 = $499.00 $4,000.00 to $4,999.99 = $599.00 $5,000.00 to $5,999.99 = $699.00 $6,000.00 to $999,999,998.99 = 12%%	
General Surplus	20%	17%	$0
IT/Electronics	20%	17%	$0
Seized/Forfeited Property	20%	17%	$0
Firearms	N/A%	N/A%	$N/A

AUCTION COSTS:

COST ELEMENT	UNIT COST ($)	UNIT BASIS	INCLUDED (Y/N)
Live Auctioneer	$0	0	Y
Online Auction Setup	$0	0	Y
On-Site Staffing	$0	0	Y
Auction Equipment	$0	0	Y
Security	$0	0	Y

LOGISTICS:

SERVICE	UNIT COST ($)	UNIT BASIS
Asset Pickup	$55	Hour
Transportation	$150	Unit
Storage	$0	N/A
Cleaning/Prep	$0	N/A
Disposal/Recycling	$0	N/A

MARKETING:

MARKETING ACTIVITY	INCLUDED (Y/N)	COST IF NOT INCLUDED
Online Listings	Y	$0
Email Marketing	Y	$0
Social Marketing	Y	$0
Print Advertising	Y	$0
Industry-Specific Marketing	Y	$0

TECHNOLOGY:

ITEM	COST ($)	FREQUENCY

Platform Access	$0	N/A
Bidder Registration	$0	N/A
Payment Processing	$0	N/A
Reporting Dashboard	$0	N/A
System Integration	$0	N/A

OPTIONAL SERVICES:

SERVICE	UNIT COST ($)	DESCRIPTION
Asset Appraisals	$0	N/A
Condition Reports	$0	N/A
Title Processing	$0	N/A
City Staff Training	$0	N/A
Custom Reporting	$0	N/A

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

   Comply: YES X NO _____

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

4. **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.

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

OFFEROR NAME: Liquidity Services Operations LLC dba Sierra Auction

AGREEMENT FOR
CITYWIDE AUCTIONEERING SERVICES
City of Glendale Solicitation No. RFP 26-21

This Agreement for Citywide Auctioneering Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Sierra Tactical Auctions, Inc, an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2026.

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 26-21 (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 complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); 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.

a. The City has no payment obligation to the Contractor other than paying the relevant Commission per Lot on the proceeds of any sales of vehicles or heavy equipment, as detailed in **Exhibit B**, Contractor's Updated Pricing Workbook. Specifically, the City has not agreed to and will not pay any amount for any costs incurred by Contractor for the costs of advertising, marketing or holding an auction, for logistics associated with pickup, transportation, storage, cleaning and preparing items for auction or disposing or recycling any items not suitable for auction, technology or appraisal, processing and reporting fees, or costs for travel, telephone, copying or other out-of-pocket expenses.

b. Contractor will submit a monthly accounting (each, a "Sales Report") to the Contract Administrator in City's Finance or Police Department as provided in **Exhibit A**. Contractor's Commission will be paid in the following month by deducting the Commission due from the proceeds of the sales collected in the prior month, after the City's Contract Administrator has reviewed and approved Contractor's accounting of the net sale(s)

proceeds. All remaining net sales proceeds shall be thereafter remitted to the City within 30 days.

c. There is no guaranteed minimum amount to be paid Contractor under this Agreement. Contractor assumes the risk that the items offered at auction will not generate any proceeds.

4.2 Change in Scope of Project. The Compensation not may be equitably adjusted.

5. Billings and Payment.

5.1 Payment.

After a full and complete Sales Report required in Section 4.1 above is received and approved by the City's Contract Administrator, Contractor will remit payment of the proceeds of the sale(s) minus any Commission due within 30 days.

5.2 Contractor must pay all applicable sales tax out of its Commission.

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 $2,000,000 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 $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 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 $2,000,000 per accident for Contractor and $2,000,000 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:

Sierra Tactical Auctions, Inc
c/o Mark Feuerer
42 West Hatcher Road
Phoenix, AZ 85021

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

City of Glendale
c/o Shoalynn Gilliland
5970 W. Brown Street
Glendale, Arizona 85302
(623) 930-2863

With required copy to**:**

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

16. Term.

16.1 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: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Sierra Tactical Auctions, Inc,
an Arizona corporation

By: Mark Feuerer
Its: Owner

EXHIBIT A

CITYWIDE AUCTIONEERING SERVICES

PROJECT

Contractors will be responsible for inventory services, record keeping, security, day-to-day sales, warehousing, protection from the elements, transport of agency vehicles and equipment to a secured auction site, and auctioneering services to ensure the successful operation of the agency's surplus property operations. This shall include the removal of all agency decals and insignias from any vehicles and/or equipment, and provide all labor to perform all sales transactions, advertising, collecting of funds, arranging title transfers, and preparing/submitting the documentation for each transaction.

Contractor shall ensure that all agency assets to be sold have been inspected to verify that any extraneous or extra agency property that may be enclosed, attached, or otherwise not generally considered as part of the asset has been removed and returned to the agency.

Contractor shall maintain and keep accurate asset records for each item of agency property auctioned or sold. This is to include a model number(s), serial number(s), VIN(s), asset tag number(s), date each item was auctioned/sold, and the amount each item was auctioned/sold for.

The City reserves the right to conduct a site inspection of the Contractor's location if deemed necessary

ONLINE AUCTION OPTION

In addition to a standard storefront auctioneering service, the City anticipates awarding one or more contracts to a firm(s) that offers a comprehensive live web-based auction for the above services. These services will be utilized on an as-needed basis. The City reserves the sole right to determine which auction method, online, live, or a combination of the two, will be used to dispose of surplus items, in accordance with City, State, and Federal law.

Contractor shall provide a fully hosted website. Contractor shall provide City with a link from its auction domain (e.g. GlendaleSurplus.org) to Contractor's website, which allows bidders direct access to City auctions, with minimal clicks and is seamless to the bidding community. The City must have the ability to view a detailed bid history of its auctions at any time during or after the close of an auction. Contractor shall actively market auctions to prospective bidders in order to expand the Contractor's bidder list

The website shall have the ability to block bidders at the City's sole discretion. The City must have access to the bidder's profile information in order to contact the bidder via phone, fax, or email

Contractor shall provide easy access, high responsive technical support and customer service. Contractor shall endeavor to respond within one (1) hour and must respond no later than twenty-four (24) hours to all inquiries by City and buyers. Technical issues identified by the Contractor, which have the potential to disrupt business, must be communicated to the City within one (1) business day after identifying the issue

Contractor shall have an option for a City pays or a Buyer pays auction fees arrangement or a combination of the two. The online auction system must be able to automatically notify the City and the winning bidder of awarded auction item(s).

Contractor shall, at a minimum, offer a fee structure where the Contractor's fee is a percentage based on the actual amount for which an auctioned item is sold (excluding sales tax). Contractor will be responsible for the payment of all Contractor costs associated with the auction, including fees Contractor charges and receives from the City. An itemized expense schedule and fee report shall be prepared for each auction and submitted to the City. Contractor will only be paid its auction fees on items that have sold and where the buyer has paid for the item(s). 4.7. Contractor shall provide a usage report to the City of Glendale Purchasing Office quarterly that clearly identifies all cooperative partners that are utilizing this contract. The report must clearly identify the agency/usage

CONTRACTOR RESPONSIBILITY

The Contractor shall specify the location where their auctions are held. Additionally, the Contractor shall clearly define and differentiate the roles and responsibilities of the Contractor and the City, including cooperative partners. The Contractor is responsible for scheduling pickup of all vehicles, equipment, firearms, and surplus property for

auction within five (5) days of receiving notification from the City. The City will provide a spreadsheet listing all items to be auctioned, including vehicle titles, keys, and other related items. Refer to Section 6 for instructions on firearm sales. The Contractor is responsible for processing titles for buyers and submitting the "sold" notice of vehicles and equipment to the Motor Vehicle Department (MVD) on the same day as the auction.

SELLING OF FIREARMS

The contractor will be required to administer the sale of all firearms. It is the intention of the City that the Contractor will take possession of the firearms and store, list, sell ,and transfer firearms according to the City's requirements and ATF guidelines 6.2. The City will provide a report of the firearms intended for auction. The said report will list the unique firearm "lot number", along with the make, model, and serial number (if available) of all firearms processed and provided for auction. The report may list the caliber of the firearm. If available, the report may list the police case number and the unique property item number for each firearm. Firearms from AFU will be sold individually and records shall be maintained regarding the sale price and purchaser of each individual firearm. Records must include the purchaser's name, address, etc. A copy of these records shall be provided to the AFIJ after the sale of the firearm. Firearms from the Evidence section will also be sold individually, and sale information will be provided to the City

The City will transfer firearms eligible for auction to the Contractor in two (2) different manners, depending upon which Division the firearms originate

Contractor shall be responsible for picking up firearms from the agency

Contractor shall explain how they intend to account for / track firearms, including firearms that may not have been manufactured with serial numbers. With regards to firearms that do not have a serial number, certain firearms that were manufactured prior to the Gun Control Act of 1968 did not have serial numbers. These firearms can be resold by any Federal Firearms Licensee (FFL). Firearms that have a serial number that has been altered, defaced, or removed cannot be resold and will be destroyed by the Police Department 6.6. Contractor shall be required to maintain a federal firearms license and is therefore required to perform FBI background checks on anyone purchasing a firearm. The City will not allow "Subcontractors" or "third parties" to engage in the selling of firearms

Contractor shall be required to take all legal firearms from City, regardless of condition, including functionality, completeness, condition, etc.

TRANSPORTING

Contractor shall arrange the transfer of vehicles, equipment, firearms, and surplus property from City facilities to the auction/storage site within five (5) business days after notification. The Police Department may elect to deliver seized vehicles and surplus property to the Contractor's site. City shall notify Contractor by telephone of vehicles, equipment, and surplus property to be sold at auction, as well as provide a detailed list of vehicles and equipment, including old equipment number, make, model, year, and mileage. The City reserves the right to transport vehicles and equipment if it's determined to be in the City's best interest, and to continue transporting all firearms to the Contractor's storage site. Consideration for using transport services to obtain the best pricing for City is desired.

VEHICLE PREPARATION

Contractor shall be responsible for the careful removal of all City decals and City identification numbers on City vehicles and/or equipment prior to sale. Contractor shall be responsible for the removal of push bars and prisoner divider screens on public safety vehicles. Items removed may be auctioned or returned to the City at the City's request. A statement describing how each removal will be performed must be included with the proposal. Contractor shall ensure the maximum financial benefit to the agency by cleaning the interior and exterior of all vehicles and equipment

AUCTION SCHEDULE

The Contractor shall conduct regularly scheduled public sales and shall provide the City with a listing of dates and times of scheduled sales.

Contractor shall be a valid Public Consignment Auction Dealer and provide notary services

SECURED FACILITY

The contractor shall have a secured facility and auction site located in the metro Phoenix area and shall be responsible for protecting City property assigned to their facility before and after each auction. Contractor shall handle any disputes that arise during and after the auction.

DAMAGE AND VANDALISM

The Contractor shall notify the Fleet Services Division or Police Department personnel, as applicable, if damage is caused to City property while in the Contractor's possession. Contractor shall be liable for the cost to repair such damage or pay compensatory damages equal to the damage incurred

ADVERTISING

The Contractor shall coordinate pre-auction requests to view the property, including answering questions from potential bidders. Contractor must submit a proposed advertising/marketing plan with a proposed submittal, which would maximize participation and revenue for vehicles and surplus property sold

The Contractor shall be responsible for advertising each surplus auction according to ASRS statute. In addition, the Contractor must describe the plan for advertising/marketing the use of this contract to potential bidders

For an online solution, it is not a requirement to post/advertise in a local newspaper per A.R.S. 12945, "Sale of Property". Viewing items in the Contractor's online auction "catalog" will suffice

DOCUMENTATION AND RECORD KEEPING

The Contractor shall be responsible for the coordination of all auction record-keeping activities. Contractor shall provide a complete itemized accounting to the City of all records related to the sale. As a minimum, these records shall include: a copy of the advertisement, City identification numbers, serial numbers, VIN numbers, prices paid for each vehicle, commission charged, towing costs, parts used, detailing/cleaning and decal removal, and other services provided

Contractor shall provide a sample report, documenting reporting capabilities. Reports must be able to compare historical auction data (items sold, and revenue generated) to current auction activity. Provide an example auction scenario to include schedule, tasks, resources, duration, etc. for City and cooperative partners

CITY'S RIGHTS

The City reserves the right to add and delete vehicles and equipment from the auction up to the day of the auction, to visit the storage facility during normal working hours to inspect the thoroughness of preparation prior to sale, to attend each auction at no charge, and the right to set minimum bids on City property

FEE STRUCTURE

The Contractor shall, as its compensation for Auctioneering services, receive a commission based on a percentage of gross sales proceeds generated from City surplus, plus any approved fee as outlined in the Pricing and Compensation section. Contractor shall submit an itemized price list of all fees, costs, and services in Pricing and Compensation section as well as describe any other charges not stated

The Contractor shall include optional pricing for detailing each vehicle and/or equipment, and, at a minimum, the detailing shall include: washing, cleaning seats, floors, dash, etc. The contractor must submit a statement describing the services to be provided for the fee proposed. A price must also be submitted for providing a new battery if it is needed to make the vehicle operable. The City must give permission before a battery is replaced

PAYMENTS

All payments for sales, less any commissions and fees shall be submitted within thirty (30) calendar days after the sale. The contractor will collect and remit all applicable sales tax.

Payments must be submitted as follows:

Police Department Property and Evidence

For Police Department property or weapon sales, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

City Warehouse

For City Warehouse sales of surplus property, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

Fleet Services

For Fleet Services sales of vehicles and equipment, the payment check and a copy of the reconciliation statement shall be submitted to:

City of Glendale

ATTN: Finance/Customer Service

APPRAISAL OF ITEM(S)

At the discretion of the City, a request may be made to the Contractor to have specific items appraised prior to an auction. A copy of the appraisal shall be submitted to the appropriate City requesting department prior to the auction, and the appraisal fee shall be deducted by the Contractor from the City's proceeds for the sale of that particular item

LICENSES

The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor

EXHIBIT B

CITYWIDE AUCTIONEERING SERVICES

COMPENSATION

COMPENSATION

See Sections 4 and 5 of the Agreement.

DETAILED PROJECT COMPENSATION

Commissions will be paid in the percentages outlined in the attached Updated Pricing Workbook.

Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 26-11/42600023** **CITYWIDE AUCTIONEERING SERVICES** ****UPDATED****PRICING WORKBOOK**	**CITY OF GLENDALE** **Procurement Department** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in 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.

1. 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 fee proposal.

2. PRICE SCHEDULE

COMMISSIONS:

SERVICE CATEGORY	COMMISSION %	BUYER PREMIUM %	FLAT FEE ($)
Vehicles	N/A %	N/A %	$N/A
Heavy Equipment	N/A %	N/A %	$N/A
General Surplus	N/A %	N/A %	$N/A
IT/Electronics	N/A %	N/A %	$N/A
Seized/Forfeited Property	N/A %	N/A %	$N/A
Firearms	15.9%	20%	$N/A

AUCTION COSTS:

COST ELEMENT	UNIT COST ($)	UNIT BASIS	INCLUDED (Y/N)
Live Auctioneer	$N/A	N/A	N/A
Online Auction Setup	$Included	_____	Y
On-Site Staffing	$Included	_____	Y
Auction Equipment	$included	_____	Y
Security	$included	_____	Y

LOGISTICS:

SERVICE	UNIT COST ($)	UNIT BASIS
Asset Pickup	$$50	person/hour
Transportation	$160	truck/hour
Storage	$included	N/A
Cleaning/Prep	$200 (Biohazard Only)	Each

Disposal/Recycling	$included	_____

MARKETING:

MARKETING ACTIVITY	INCLUDED (Y/N)	COST IF NOT INCLUDED
Online Listings	Y	$ ____
Email Marketing	Y	$ ____
Social Marketing	Y	$ ____
Print Advertising	Y	$ ____
Industry-Specific Marketing	Y	$ ____

TECHNOLOGY:

ITEM	COST ($)	FREQUENCY
Platform Access	$no charge	_____
Bidder Registration	$no charge	_____
Payment Processing	$no charge	_____
Reporting Dashboard	$no charge	_____
System Integration	$no charge	_____

OPTIONAL SERVICES:

SERVICE	UNIT COST ($)	DESCRIPTION
Asset Appraisals	$100	per hour
Condition Reports	$no charge	_____
Title Processing	$N/A	_____
City Staff Training	$N/A	_____
Custom Reporting	$no charge	if software is capable

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

Comply: YES X NO _____

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. 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.

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

OFFEROR NAME: Sierra Tactical Auctions, Inc.

AGENDA ITEM: 23.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Ryan Freeburg, Fire Chief
DEPARTMENT: Fire

Subject

AUTHORIZATION TO ENTER INTO A FIRE AND MEDICAL SERVICE AGREEMENT FOR THE TOHONO O'ODHAM GAMING ENTERPRISE
Presented by: Ryan Freeburg, Fire Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Fire and Medical Service Agreement with the Tohono O'odham Gaming Enterprise to provide fire and medical services response to the Desert Diamond Casino – West Valley through the automatic aid system. This service agreement will produce $140,000 annually for a total of $840,000 in revenue over this 6-year agreement.

Background

The City of Glendale has entered into an agreement with the Tohono O'Odham Gaming Enterprise (dba "Desert Diamond Casinos") to provide fire and medical services response for the Casino/Resort. These services were previously provided by The City of Peoria through an intergovernmental agreement based on a per call billing reimbursement.

Analysis

The City of Surprise entered into a similar service agreement with the Tohono O'Odham Gaming Enterprise (dba "Desert Diamond Casinos") – White Tanks in October 2023 for $100,000 annually. We evaluated the average number of incidents per month and per year between the two locations to identify some parity in demand. We also evaluated the amount the City of Peoria was billing per year to identify a zone of possible agreement for negotiations.

Previous Related Council Action

There were four (4) previous council approved amendments since the original agreement with Peoria on February 14, 2017.

Community Benefit/Public Involvement

The city will receive revenue of $140,000 annually for responses to Tohono O'odham Nation Casino/Resort.

Attachments

Services Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment
Tier 2 Objective: Optimizes Processes & Solutions

Docusign Envelope ID: EF5B4963-E4CA-8FE7-818B-02255E90617D

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

This agreement ("Agreement") is made this 1st day of June, 2026 by and between the Tohono O'odham Gaming Enterprise (dba "Desert Diamond Casino"), an enterprise of the Tohono O'odham Nation, whose mailing address is P.O. Box 22230, Tucson, Arizona 85734 ("Owner") and the City of Glendale, Arizona, an Arizona municipal corporation of the State of Arizona, whose mailing address is 5850 W. Glendale Avenue, Glendale, Arizona 85301 ("City") (each a "Party" and collectively, "Parties").

RECITALS

WHEREAS, Owner is intending to operate a casino and entertainment business on approximately 110 acres of land owned by the United States Government and held in trust for the benefit of the Tohono O'odham Nation located near the Loop 101 and Northern Parkway (9431 West Northern Avenue, Glendale, AZ 85305), which is inside of the incorporated boundaries of the City of Glendale, outside of the incorporated boundaries of any other city or town, and outside of the boundaries of any legal entity that provides Fire, Emergency Medical, and other emergency services.

WHEREAS, City operates a full-service Fire Department which has the ability to respond to Fire, Emergency Medical, and other non-law enforcement emergency calls for service.

WHEREAS, Owner desires to obtain Fire and Emergency Medical Services from the City for its casino and entertainment business and City is willing to provide such Fire, Emergency Medical, and other non-law enforcement emergency services to Owner, this Agreement sets forth the terms and conditions under which such services shall be provided.

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

I. SERVICE LOCATION

The service location subject to this Agreement is 9431 W Northern Ave, Glendale, AZ, 85305 which will be operated as the "Desert Diamond Casino – West Valley" facility ("Subject Property"). The Subject Property is approximately 110 acres of trust land within the jurisdiction of the Tohono O'odham Nation with the specific boundaries as set forth in **Exhibit A.**

II. TERM OF AGREEMENT

This Agreement is effective as of the date the last Party executes this Agreement. The initial term of this Agreement is one year from the effective date, unless earlier terminated by either Party. Five annual renewals are available, with the cost to be renegotiated each year prior to renewal. Each renewal requires a written amendment to the Agreement.

III. TERMINATION

Either Party may terminate this Agreement by providing written notice to the other Party at least 30 days prior to termination.

IV. MODIFICATION

This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Owner.

V. SCOPE OF WORK

City will provide the services ("Services") to Owner, as set forth in **Exhibit B.**

VI. COST

Owner will pay City an annual cost of $140,000 to be paid in quarterly installments of $35,000 for each quarter or partial quarter that this Agreement remains in effect. The first quarterly installment of $35,000 will include the dates from the effective date of this Agreement through September 9, 2026. This amount is inclusive of all Services, including all labor, travel, and expenses.

City will invoice Owner quarterly, with payment due within thirty (30) days of receipt of the invoice. Payments are to be paid to "City of Glendale" and sent to City of Glendale Accounts Payable Division, 5850 W. Glendale Avenue, 4th Floor, Glendale, Arizona 85301.

VII. NOTICES

All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

For City:
Ryan Freeburg, Fire Chief
11550 W Glendale Avenue, 2nd Floor Glendale,
AZ 85307

For Owner:
Karen Listo, General Manager
Desert Diamond Casinos/Tohono O'odham Gaming Enterprise
PO Box 22230
Tucson, AZ 85734

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers,

officials, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) (hereinafter collectively referred to as "Claims") arising out of the actions or inactions of Owner.

IX. GENERAL PROVISIONS

A Applicable Law: Venue. This Agreement will be governed by the laws of the State of Arizona.

B. Conflict of Interest. This Agreement is subject to Ariz. Rev. Stat. § 38-511.

C. No Third-Party Beneficiaries. The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

D. No Joint Venture. No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between the Parties.

E. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date the last party signs it.

For the "City"

CITY OF GLENDALE, an Arizona municipal corporation

_____

By: Patrick S. Banger
Title: City Manager
Date:

ATTEST:

_____

Julie K. Bower, City Clerk (SEAL)

Approved as to Form:

_____

Michael D. Bailey, City Attorney

For the "Owner"

Tohono O'odham Gaming Enterprise (dba "Desert Diamond Casinos")
An Enterprise of the Tohono O'odham Nation

By: Signed by: Daniele Chilton ED831054B5A445E...

Daniele Chilton, CEO

Date: 6/8/2026

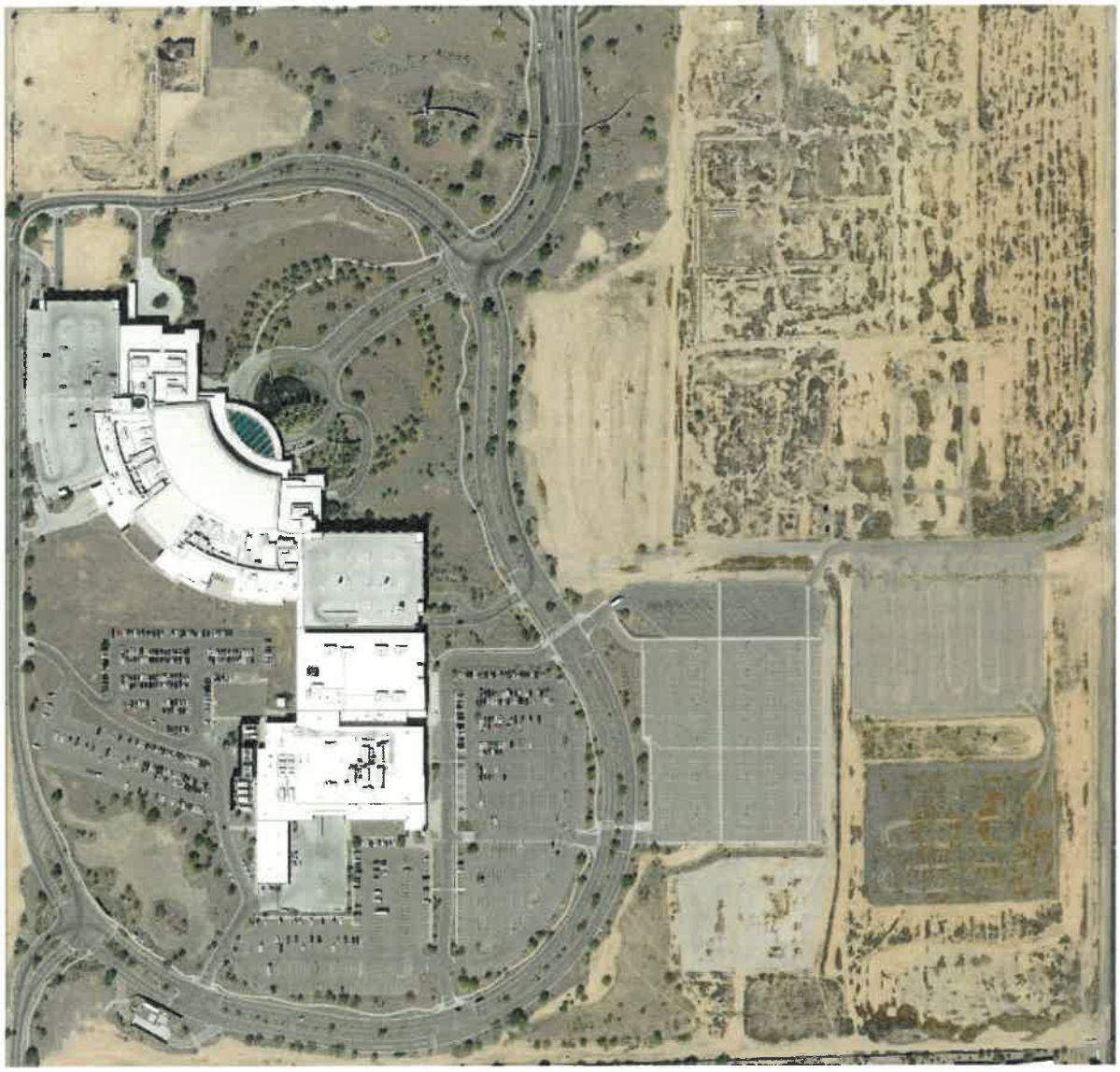
Tohono O'odham Gaming Enterprise
Legal Department
Approved as to form:
By:
Date: 6/1/26

Approved as to Form:

For Owner General Counsel

Docusign Envelope ID: EF5B4963-E4CA-8FE7-818B-02255E90617D

Exhibit A
The Subject Property



Docusign Envelope ID: EF5B4963-E4CA-8FE7-818B-02255E90617D

Exhibit B Scope of Work

Subject to the terms of this Agreement, the Parties agree that:

1. In response to 911 calls for the Subject Property requiring Fire, Emergency Medical, or other emergency services, City may respond to fires, medical emergencies, hazardous material incidents, rescue and extrication situations, and other types of non-law enforcement emergency incidents that are within the standard scope of services provided by the Glendale Fire Department. City may provide Emergency Medical Services to include Basic Life Support and Advanced Life Support levels, with paramedic ground ambulance transportation.

2. City will not provide crisis response services, fire prevention, risk reduction or safety services.

3. City will enter the Subject Property into the Phoenix Automatic Aid Agreement Regional Response System as part of its service area. The Parties acknowledge that under the Regional Response System, the actual responding unit will be the physically closest available unit regardless of jurisdiction.

4. City will provide Fire, Emergency Medical, and other non-law enforcement emergency services in accordance with the Glendale City Code and the regional standardized operating and training procedures of the Phoenix Automatic Aid Agreement Regional Response System.

5. City's assignment of personnel, resources and equipment is subject to City's obligations as a Member of the Phoenix Regional Automatic Aid Agreement.

AGENDA ITEM: 24.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH COMCATE SOFTWARE, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Comcate Software, Inc. to provide software subscriptions and professional services. The initial term for this Linking Agreement is through March 17, 2027. This is also a request for Council to authorize the City Manager, at their discretion, to extend the agreement for three (3) additional years with a not to exceed amount of $262,210 for the duration of the agreement, including any extensions.

Background

Comcate Software, Inc. provides software as a subscription for code compliance. Comcate's web-based solution focuses on items including but not limited to: code enforcement, customer relationship management, integrations with existing City solutions, and fee tracking.

Analysis

Comcate's software is designed to create a smooth experience for government organizations and its citizens. The web-based software allows users to easily submit and follow up with code-related requests. A team with representatives from both the Innovation and Technology and Code Compliance departments researched, reviewed, and tested multiple software systems before recommending Comcate's software solution for Code Compliance as the system that will best fit the needs of the city.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was competitively procured by another government entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement and allows access to a multitude of competitively bid contracts. The City of Glendale authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale’s procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City’s procurement division.

Community Benefit/Public Involvement

The software provided by Comcate Software, Inc. will provide the City with an easy-to-use solution for code compliance requests and tracking.

Fiscal Impact

Fiscal Year:	FY2026
Fiscal Year Amount Requested:	$98,944
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this purchase is available in the FY2026 Innovation & Technology Projects 70602213-521110-ITP240007 and 70602213-521260-ITP240007. Expenditures are not to exceed $262,210 for the duration of the agreement. Expenditures beyond the current fiscal year are dependent on Council budget approval.

Attachments

Linking Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COMCATE SOFTWARE, INC FOR TECHNOLOGY SUBSCRIPTION AND PROFESSIONAL SERVICES

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Comcate Software, Inc, a California corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On March 6, 2025, the City of Grand Prairie, Texas, entered into a contract with Contractor to purchase the goods and services described in Code Compliance Software Platform, RFB No. 25025 ("Cooperative Agreement"), which is attached as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for software subscriptions, implementation services, integrations, training, and related services available under and consistent with the Cooperative Purchasing Agreement, as further described in the Scope of Work attached as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was March 6, 2025, until the date the contract terminates on March 1, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond March 1, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until March 1, 2027.

   B. The City may extend the term of this Agreement annually by giving Contractor notice that it is exercising its option to extend this Agreement at least thirty (30) days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement. The Parties acknowledge that Exhibits B and C identify the City-specific scope of work and compensation for this purchase under the Cooperative Purchasing Agreement.

3. Compensation.

A. City shall pay Contractor compensation in accordance with the City-specific compensation schedule attached as **Exhibit C**, which sets forth the applicable rates and payment schedule for the City's purchase under the Cooperative Purchasing Agreement.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifty-four thousand four hundred twenty-two dollars ($54,422) annually, plus an additional one-time payment in year one (1) of forty-four thousand five hundred twenty-two dollars ($44,522), for a total year-one amount not to exceed ninety-eight thousand nine hundred forty-four dollars ($98,944), and a total amount not to exceed two-hundred sixty-two thousand two hundred ten dollars ($262,210) for the entire term of the Agreement, including the initial term and any extensions.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Rick Knostman
5850 W. Glendale Ave, Glendale AZ 85301
fknostman@glendaleaz.com

and

Comcate Software, Inc
Attn: David Richmond, President
9450 SW Gemini Dr PMB 61173
Beaverton, OR 97008-7105

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Patrick S. Banger
City Manager

"Contractor"

Comcate Software, Inc,
a California corporation

By: _____
Name: David Richmond
Title: CEO/President

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COMCATE SOFTWARE, INC

EXHIBIT A
COOPERATIVE AGREEMENT, RFB NO. 25025

Contract Coversheet

Dept:* Purchasing

Contract ID: 58744

For: Police

Bid Number: 25025

Contact Name: Laura Herrera

Contact Phone:* 8270

Contact Email:* lherrera@gptx.org

Vendor Name: Comcate Software, Inc.

Vendor Email: dave@comcate.com

Project Name: Code Compliance Software Platform

Summary: One-year agreement with the option to renew for up to four (4) additional one-year periods

Permanent Retention*

- Yes
- No

Contract Amount

$ 93,391.00

Total Contract Amount over all terms

$ 237,116.00

Account #

Work Order #

Dates

Implementation Date	Termination Date	Council Approval Date
3/3/2025	3/2/2026	2/10/2025

Contract Approvals

Department Manager:



Date

City Attorney Signature



Date 3/3/2025

City Manager Signature

WILLIAM A. HILLS

Date 3/6/2025

City Secretary Signature

M. Garcia

Date 3/7/2025

Legal Reviewer Which attorney previously reviewed this contract?

Ron Harper

Email

CITY OF GRAND PRAIRIE
ANNUAL SERVICES CONTRACT – BID AWARD

THIS ANNUAL SERVICES CONTRACT ("Contract") is made and entered into as of the last date signed by both Parties by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **COMCATE SOFTWARE, INC.** (hereinafter referred to as "VENDOR"). CITY and VENDOR shall each be referred to individually herein as a "Party" and shall collectively be referred to as the "Parties."

I. PURPOSE

VENDOR shall provide software, training, and implementation services per VENDOR'S response to RFB # 25025 submitted by Kolton Kenney, on November 25, 2024.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Police Chief or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR's bid to CITY (attached hereto as "Exhibit A") said document, with the exception of pages 25 through 31, being part of this Contract and incorporated herein. The Parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The Parties understand that quantity of services to be furnished to the City is an estimate and that CITY may order more, less, or none of the services depending on the projects and the work of the CITY that requires the services. The price of the services shall remain constant throughout the term of Contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this Contract.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed **NINETY-THREE THOUSAND THREE HUNDRED NINETY-ONE DOLLARS 00/100 ($93,391)** for the initial term for those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of goods or services designated herein. Each subsequent renewal term shall be limited to the Bid Pricing Subscription Fees reflected in **"EXHIBIT A"** for that renewal year, for a total amount not to exceed **TWO HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED SIXTEEN DOLLARS 00/100 ($237,116.00) if all renewals options are executed.** Invoices must be delivered to the attention of the department placing the order. Payments will be made within thirty (30) days of receipt of invoice, unless the City disputes the invoice in good faith, in which case the undisputed portion shall be paid while the parties work in good faith to resolve the dispute. Payment will be made by means of a City-issued check, an ACH, or with a City-issued Procurement Card.

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one-year periods. This Contract shall terminate upon completion of all requirements for orders prior to the expiration of the Contract, unless the Parties mutually agree in writing to extend the term of the Contract through an allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The Parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract, and the duties or obligations set forth herein, shall not be assigned, transferred or sublet in whole or part without the prior written consent of the CITY. Notwithstanding the foregoing, VENDOR may assign this Contract to an affiliated entity or a successor in interest, provided that the assignee agrees to assume all obligations and pricing under this Contract, continues to provide services without interruption, and is eligible to contract with the CITY under applicable law. CITY shall be provided prior written notice of such assignment.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR, must be mutually agreed upon by VENDOR and the CITY. The Parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL INFORMATION

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY, except as may be required by law. Confidential Information shall not include information that (a) is or becomes publicly known through no wrongful act of the receiving party; (b) is received from a third party without a duty of confidentiality; or (c) is independently developed without reference to the Confidential Information of the disclosing party. VENDOR acknowledges that CITY is a government entity operating under the laws of the State of Texas and any documents or information held or maintained by the CITY, or that the CITY has a right of access to, is subject to disclosure under Chapter 552 of the Texas Government Code, the Texas Public Information Act ("Act"). Any information that is required to be disclosed by the Act, or any other law, regulation or court order, shall not be considered confidential information. If VENDOR deems any information subject to this Contract to be confidential or proprietary, VENDOR shall clearly mark such information as confidential or proprietary. In the event of a request for such information, CITY will work cooperatively with VENDOR to protect VENDOR's marked confidential or proprietary information in accordance with the Act; however, it is VENDOR'S responsibility to seek protection of its own information, including submission of a request to the appropriate authority or court of competent jurisdiction pursuant to the Act.

X. OWNERSHIP OF DOCUMENTS

CITY shall have a non-exclusive, royalty-free license to use any deliverables provided under this Contract, but VENDOR retains ownership of its pre-existing intellectual property, proprietary software, methodologies, and tools used in the performance of the Contract. All data and databases are owned by CITY before the termination of this Agreement and all data, including but not limited to all citizen letters, replies, and notes generated by, on behalf of or at the request of CITY in connection with the use of the Technology (collectively, "CITY's Data") shall be and remain the sole property of CITY. Upon termination of this Agreement, Comcate will, at the request of CITY, return or destroy all of CITY's Data in the possession of Comcate promptly following such request. Comcate will not use CITY's data without the express written consent of the CITY.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR's associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or

mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the CITY and VENDOR do not change the independent contractor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which VENDOR shall have the exclusive right to dictate its employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE DONE IN A GOOD AND WORKMANLIKE MANNER, AND THAT ANY ITEMS DELIVERED TO THE CITY UNDER THIS CONTRACT WILL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH IT WAS FURNISHED. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, THE EXECUTION OR PERFORMANCE OF THIS CONTRACT OR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB-VENDOR OR INVITEE OF VENDOR. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT, VENDOR'S LIABILITY SHALL BE LIMITED TO THE INSURANCE LIMITS PROVIDED IN PARAGRAPH XIV OF THIS CONTRACT. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT SHALL CITY'S LIABILITY EXCEED THE AMOUNT OF FEES PAID BY THE CITY UNDER THIS CONTRACT FOR THE PREVIOUS TWELVE-MONTH PERIOD. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE THE CITY WITH THE APPROPRIATE DOCUMENTATION OF SUCH WARRANTY AND ENSURE THE MANUFACTURER HONORS SUCH WARRANTY.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, comprehensive liability insurance policies with companies licensed to do business in the State of Texas and rated not less than "A" in the current AM Best Financial Rating Guide. Unless modified in accordance with any

ordinance or directive, VENDOR shall, at minimum, maintain the following coverages:

Insurance Type	Limit
General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation/ Employers Liability	WC - Statutory EL - $1,000,000
Professional Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Cyber Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate

The general liability and automobile liability policies obtained by VENDOR shall be primary and noncontributory and include CITY as an additional insured. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on the general liability, automobile liability, and worker's compensation policies and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured where required herein and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the Parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate. Either party may terminate this Contract for material breach upon thirty (30) days' written notice, provided that the breaching party has failed to cure such breach within fifteen (15) days of receiving written notice.

If the Grand Prairie City Council does not appropriate funds sufficient to make any payment for a fiscal year after the CITY'S fiscal year in which the Contract becomes effective, the CITY shall have the right to terminate this Contract at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate this Contract at the end of any City fiscal year, without any penalty to the CITY. CITY shall provide VENDOR with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

XVII. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Contract is made subject to the existing provisions of the Charter of the City Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and is made in accordance with and shall be governed by the laws of the state of Texas. This Contract shall be performable in Grand Prairie, Texas, and the Parties agree that if any State Court action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas. Venue for any Federal Court action shall be in the United States District Court for the Northern District of Texas, Dallas Division. Prior to instituting litigation under the Contract, the Parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Dallas or Tarrant County, Texas. Each Party shall share equally in the costs of the mediator and shall be responsible for its own attorney's fees and expenses. The City of Grand Prairie is a home rule municipal corporation, and it is expressly understood that no sales tax is to be paid by CITY, and no services performed on such property owned by CITY can give rise to a lien claim.

XVIII. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.01and 2274.001, and it will not boycott energy companies during the term of the Contract.

XIX. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Purchasing Manager | Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
Phone 972-237-8269 | Email purchasing@gptx.org

Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Ryan Simpson | Assistant Director | Police Department
1525 Arkansas Ln, Grand Prairie, TX 75052
Phone: 972-237-8717 | Email: rsimpson@gptx.org

With copy to the City Attorney at 300 W. Main Street, Grand Prairie, TX 75050
Such copy shall not constitute notice

VENDOR:
Comcate Software, Inc.
ATTN: David Richmond, President
9450 SW Gemini Dr, PMB 61173, Beaverton, OR 94610
Phone: 415-609-0700 | Email dave@comcate.com

Any notice required or desired to be given to either arty hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such Party at the address hereinafter specified. Either Party hereto may change such Party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for notice.

XX. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXI. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable advance notice to VENDOR, may review any of the work performed by VENDOR under this Contract. CITY shall have the right to review any documents, whether hard copy or electronic, related to performance or payment for services or expenses incurred under this Contract in order to determine compliance herewith. VENDOR agrees to provide such access unless expressly prohibited from doing so by court order or other governmental order. VENDOR shall maintain all records related to this Contract for four (4) years after the final date of payment under this Contract.

XXII. ATTORNEY'S FEES

VENDOR and CITY expressly covenant and agree that in the event of any claim, dispute, or litigation

arising between the Parties to this Contract, each Party shall be solely responsible for payment of its attorney's fees and expenses, and that in no event shall either Party be responsible for the other Party's attorney's fees or expenses regardless of the outcome of the litigation.

XXIII. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

XXIV. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations under this Contract and shall have the right to terminate this Contract if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed and delivered by their duly authorized officers, as of the last date written below.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Deputy City Manager

Date: 03-06-2025

ATTEST:

_____
Mona Lisa Galicia, City Secretary

COMCATE SOFTWARE, INC.

David Richmond

By: _____
Name: David Richmond
Title: CEO/President

Date: 2/27/2025

APPROVED AS TO FORM:

_____
Ron Harper
Assistant City Attorney

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 25025 – Code Compliance Software Platform

DUE DATE: PRIOR TO 2PM (Central Time), NOVEMBER 25, 2024

DUE TO: Laura Herrera, Senior Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
https://vendors.planetbids.com/portal/53284/portal-home

CLEARLY MARK BID AS "RFB # 25025"

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, TX, and via https://vendors.planetbids.com/portal/53284/portal-home until Monday, November 25, 2024 at 2:00 PM. Bids will be opened publicly via teleconference and in person. Bids will be publicly opened and acknowledged at that time for the procurement of the following:

RFB # 25025 – Code Compliance Software Platform

Further information and specifications may be obtained at https://vendors.planetbids.com/portal/53284/portal-home or from the Purchasing division at (972) 237-8270.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: November 8 & November 15, 2024

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual contract for the purchase of Code Compliance Software by the City of Grand Prairie Police Department, Code Compliance Division.

2. REQUIREMENTS

2.1. Vendor agrees to provide code compliance software, to be utilized to assist with the Code Compliance Division's daily operations.

2.2. Software platform must be cloud hosted.

2.3. Vendor must provide integration services that enable the software to send information to and receive information from the Code Compliance Division's civil violation platform, provided by UpSafety. Integration costs must be itemized on the vendor's price submission.

2.4. Vendor must provide data conversion services from the Code Compliance Division's existing software platform, Energov. Data conversion services must be itemized on the vendor's price submission.

2.5. Vendor must fully complete Attachment A, which details other required and preferred functionalities, indicating whether the vendor is capable of providing each functionality. Cost for each functionality the vendor can provide must be included in the bid price.

3. VENDOR RESPONSIBILITIES

3.1. **Supervision** – The Vendor shall during all periods of contract performance, provide competent supervision of their employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the city agent.

3.2. **Confidentiality –** The Vendor shall assume that all data generated by the City of Grand Prairie, during the course of use of the proposed software, is confidential.

3.3. **Warranty and Support –** The vendor agrees to warrant all services provided and provide ongoing technical support for the duration of the agreement, at no additional cost. Vendor must respond to and engage in resolution efforts of technical support requests by the end of the next business day following submission. Vendor shall provide a means of emergency support, available 24/7.

3.4. **Training –** Vendor shall specify in bid response the amount of on-site and virtual training provided during implementation. Vendor shall quote a daily rate for onsite training and an hourly rate for virtual training.

4. VENDOR QUALIFICATIONS

4.1. Vendor must be engaged in the business of providing code compliance software services for a minimum of five years within the last seven years.

4.2. Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

4.3. Vendor must provide a list of three (3) governmental references for work of a similar scope to this specification. The vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

5. PAYMENT AND INVOICING

5.1. **Payment -** The City will authorize payment upon satisfactory completion, inspection, and acceptance by the City. Vendor may invoice, upon execution of contract, for any work specifically related to formation of a project management team and related tasks. All other work must be invoiced upon completion. Work found unacceptable by the city will be corrected at the vendor's expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized work.

5.2. **Invoicing -** The following requirement applies to all invoices. Invoices must reference the purchase order number provided by the City. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following:

5.2.1. Purchase Order number
5.2.2. Invoice number
5.2.3. Contract rates
5.2.4. Quantity ordered
5.2.5. Total amount due

6. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, November 8, 2024
Deadline for Questions	Wednesday, November 20, 2024
Responses to Questions	Thursday, November 21, 2024
Deadline for Receipt of Bids	Monday, November 25, 2024

7. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Laura Herrera at lherrera@gptx.org by 12:30 p.m. (Central Time) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Planet Bids (https://vendors.planetbids.com/portal/53284/portal-home).

8. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city. Virtual demos may be requested to aid in the city's evaluation of the responses. If requested, it is the Offeror's responsibility to ensure they have all the tools necessary to deliver a proper demonstration. The City cannot guarantee internet access so it's incumbent on Offerors to come prepare to the demonstration.

9. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

CRITERIA	POINTS
The Purchase Price	30
The extent to which the goods or services meet the municipality's needs (Responses to Attachment A)	35
References	15
Experience with the City of Grand Prairie or another municipality	10
Qualifications	10
TOTAL POSSIBLE POINTS	100

10. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

10.1. Completed and signed submittal check list.

10.2. Bid Pricing Form filled in with unit prices, extended prices, and total.

10.3. Questionnaire and References pages 1 - 3 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).

10.4. Submittal Affirmation form reviewed and signed.

10.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

11. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the city. Successful vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

12. SAMPLE CONTRACT

The City's standard contract is included as Attachment B - Sample Contract. If the Offeror's proposed software requires an End User License Agreement an editable copy of the agreement needs to be provided with their bid response in order to expedite the city's legal review process.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at

VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent contractor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

Insurance Type	*Limit*
Commercial General Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory $1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name _____

Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through www.planetbids.com
  contact support@planetbids.com for assistance in responding via the website.

OR

- One (1) hard copy, and one (1) electronic copy on a USB flash drive delivered to the Purchasing Division:
  City Hall
  300 W. Main Street
  Grand Prairie, TX 75050

The submission should be in the order stated below.

	Item	Check List
1	Submittal Check List	✓
2	Bid Pricing	✓
3	Responses to Attachment A	✓
4	Questionnaire and References	✓
5	Submittal Affirmation Form	✓
6	Historically Underutilized Business Questionnaire and House Bill 89 Verification Form	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature

President
Title

David W. Richmond
Print/Type Name

11/25/2024
Date

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Start-up, Training and Implementation/ Subscription Fee Year 1	1	EA		$82,591
2	Subscription Fee Year 2	1	EA		
3	Subscription Fee Year 3	1	EA		
4	Subscription Fee Year 4	1	EA		
5	Subscription Fee Year 5	1	EA		
6	Other Cost (Please Describe) _____	1	EA		
	TOTAL				

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature **Title**

Print/Type Name **Date**

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the city in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name:Kolten Keeney	Title:Senior Vice President	
Company Name:Comcate, Inc.		
Company Address:66 Franklin Street		
City:Oakland	State:CA	ZIP Code:94607
Telephone Number415-632-1248	Fax Number:N/A	
Email Address:kolten@comcate.com	Federal Tax ID:94-3412935	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal. Do not include any current employee of the City of Grand Prairie as a reference. Former Employees of the City of Grand Prairie must be at least 12 months removed from employment with the City.

Project Reference #1	
Reference Name:Greg Shaver	Title:
Reference Organization:City of Herriman, UT	
Project Title:Code Enforcement Manager & CRM for Code	
Email Address:gshaver@herrimanpd.org	Telephone Number:801-618-8353
Project Reference #2	
Reference Name:Rudy Monroy	Title:Code Enforcement Mngr
Reference Organization:City of Downey, CA	
Project Title:Code Enforcement Software Project/CRM for Code Enforcement	
Email Address:rmonroy@downeyca.org	Telephone Number:
Project Reference #3	
Reference Name:Matt Jester	Title:IT Director
Reference Organization:City of Chino Hills, CA	
Project Title:Code Enforcement Software Project/CRM for Code Enforcement	
Email Address:mjester@chinohills.org	Telephone Number:(909) 364-2643

Experience:

1. How many years has your firm been involved in providing these services?

20 Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

1.) Logansport, IN
2.) Dalton, GA
3.) Charlotte County, FL
4.) Springfield, FL
5.) Daphne, AL
6.) Ripon, WI
7.) Orem, UT
8.) National City, CA
9.) Cottage City, MD
10.) Wildomar, CA

Reputation:

3. Has your firm failed to complete a contract? ☐ YES ☑ NO
If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years? ☐ YES ☑ NO
If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? ☐ YES ☑ NO
If yes, please explain:

Billing:

6. What is the timeframe an invoice should be expected after service is completed?

Days	Weeks	Months
After	After	After
_____ Service	_____ Service	_____ Service

Must provide a copy or sample of invoice

7. Briefly explain how your business maintains and executes a service schedule for various locations:

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the Solicitation Documents:

☑ **All items identified in Submittal Checklist have been submitted.**

Addendum No. 1, ____, ____, ____, ____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Yes ☑ No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

A. **Agrees that the submittal is complete, and <u>all</u> required information/forms were submitted.**
B. Agrees that the bid package was fully reviewed and fully understands the requirements.
C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
E. Will supply all required insurance and execute contract within the time stated on the notice of award.
F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as the City's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.

Authorized Signature _____ **Title** _____

Print/Type Name _____ **Date** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic ☐ Native American ☐ Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ☐ Yes ☑ No

(If yes, please select specific agency)

☐ State of Texas Historically Underutilized Business (HUB)

☐ North Central Texas Regional Certification Agency (NCTRCA)

☐ Women's Business Enterprise National Council (WBENC)

☐ Texas SBA

☐ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Authorized Signature	**Title**
Print/Type Name	**Date**

Exhibit A



November 25, 2024

CITY OF GRAND PRAIRIE

CODE COMPLIANCE SOFTWARE PLATFORM

RFB # 25025

Submitted By:

Kolten Keeney
kolten@comcate.com
(415) 632.1248

Comcate, Inc.
66 Franklin Street
Oakland, CA 94607

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Cover Letter

Comcate
66 Franklin Street
Oakland, CA 94607

November 25, 2024

Laura Herrera
Senior Buyer, Purchasing Division
300 W. Main Street
Grand Prairie, TX 75050

Dear Laura Herrera,

I am writing on behalf of Comcate, Inc., to express our enthusiastic interest in submitting a proposal in response to the City of Grand Prairie's recent Request for Bids (RFB) for a new Code Compliance Software Platform.

At Comcate, we bring a CEM (Code Enforcement Management) solution formed through an understanding gained from our rich history of interactions with City governments such as Grand Prairie. Our expertise is not just in technology but in deep program knowledge specific to governments. We pride ourselves on professional project management, and our team is experienced in implementing SaaS and CEM systems across cities nationwide, including in environments similar to Grand Prairie.

Our proposed CEM solution meets your needs efficiently and effectively, through:

1. **Code Compliance Software:** Comcate's CEM provides access to all activities, people, documents and other information necessary to resolve code enforcement cases. Our cloud-based system will serve as a single repository for your data and will be accessible in real-time from any device or computer.
2. **Integration with T2-UpSafety:** Comcate software has worked to provide a plan to integrate with UpSafety, ensuring you can send and receive information seamlessly between the two applications.
3. **Data Conversion:** Comcate includes a database conversion/migration for EnerGov. We have successfully implemented these migrations with many other cities.
4. **Training:** Comcate's experienced trainers will ensure staff is properly trained and has the tools and resources for future success.

Choosing Comcate as your partner means opting for a proven, community-focused approach. We have worked with cities across the country, large and small, always delivering on our promise to treat our clients like family. We are dedicated, we bring a sense of humor to our work, and above all, we provide a consistent level of high performance, ensuring that every interaction with us proves our value to your team. At Comcate, we bring:

- **Over 20 years of experience implementing hundreds of successful local government programs across the US.** Comcate has more than 25,000 registered staff users at hundreds of agencies across 40 states. Our clients span the country with over 250 agreements in place. Notable clients using Comcate software include Mountain View, CA (75K population); Collierville, TN (44k population); Henderson, NV (240k population); Fort Collins, CO (167K); Bozeman, MT (48K population); Arvada, CO (120K population), among others. You will be hard-pressed to find a company more committed to being a strong ongoing partner for the City of Grand Prairie.

- **Professional Project Management**. With over 15 years of experience working with cities, our project management team possesses a unique understanding of Grand Prairie' internal processes and challenges. We are prepared to provide a seamless transition from your current system to our modern CEM solution, ensuring continuity and system understanding across all City departments.

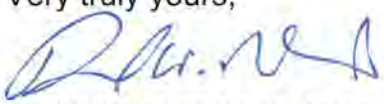
- **Establishing Standard Operating Procedures (SOPs)**. Our team doesn't just implement software; we assist in establishing SOPs for your staff, ensuring that the CEM is used to its fullest potential. This includes the use of technology for automated communication, ensuring nothing slips through the cracks.

Our proposed solution is designed to meet the City of Grand Prairie's goals and the specific requirements under the scope.
The City's needs will be met through our battle-tested solution and proven implementation strategy, which provides the foundation for a successful project. The resulting foundation is a solution and project implementation service that will set the City up for success, as proven by tens of thousands of staff users around the country who are already successfully using the software.
For each line item within the offering, we include a one-time implementation fee and an annual license fee.

1. Proposed Products and Services for Implementation (Category 1): this includes all services required to deliver the product in a strong professional manner. This includes project management, training and configurations.
2. Add-Ons (Category 2): we have identified some optional items for your consideration.

We are excited about working with the City of Grand Prairie on this transition. Our full proposal outlines in detail how we meet the requirements set forth in your RFB and how we plan to exceed your expectations in partnership through our tailored CEM solutions.

Very truly yours,



David W. Richmond, President

Proposed Scope of Products

Products	Description
	Category 1
Code Enforcement Manager (CEM)	**Software designed specifically for Code Enforcement.** Comcate's CEM allows officers to access live data, track and manage code enforcement activity, identify case locations with Google maps, manage and report on cases, print violations and update activity reports without returning to the office. Our CEM also increases the efficiency of building, rental, commercial, residential, and mobile home property inspections in the field with remote access to inspections case data and the ability to schedule follow up inspections onsite.
Customer Relationship Management – Limited Edition (CRM-LE) for Code Enforcement a.k.a. "Public Complaint Portal"	Customer Relationship Management – Limited Edition (CRM-LE) is a customer service software tool which provides comprehensive tracking, routing, and analysis of customer communications related to Code Enforcement (web portal, mobile devices, email, postal mail, phone, walk-ins). CRM-LE provides web-input for customers via the City's website for Code Enforcement activities including a comprehensive FAQ database that allows citizens to self-service questions they have related to Code Enforcement policies and protocols.
GIS Enterprise (GIS) leveraging integration with Esri ArcGIS	GIS Enterprise Module leveraging ESRI provides address verification, association of property attributes (e.g. neighborhoods, council districts) with cases, viewing of activity on maps, and allows the tabular reports of activity by neighborhood. We utilize the City's existing ESRI ArcGIS software and data to allow the City to optimize its GIS investment.
Fee Tracker (Online Payments Available upon request)	This module allows agencies to easily track fees and payments related to CE or Inspection cases. The City can define fees with default fee amounts, due dates, and other information to easily add fees to cases or print citations or invoices. Staff can record fee payments and print receipts. Reports show total fees charged, total payments, and balance due for each case or fee type.

COMCATE

Unparalleled Code Enforcement Software Designed for City Governments

Comcate's CEM program has many features that set it above the rest. Here are a few examples:

Code Enforcement Manager is used by more agencies across the country than any other software

Code Enforcement Manager

Code Enforcement Manager

- Easily manage Code Enforcement cases and violations including follow-up inspections and reporting.
- Access case details, property history, and nearby cases from the field.
- Create cases, including Notices of Violation, in 90 seconds.
- Streamline case reporting, officer activity tracking, and preparing documentation for court cases.



COMCATE ©2021 Comcate. All Rights Reserved. 4

Comcate CEM Full List of Features

The following is a full list of our CEM features:

TIME-SAVING AUTOMATION

- Flexible auto-assignment rules and workflows
- Built-in document printing queue
- One-click notice generation
- Automatically populate parcel & contact info from GIS
- Automatically notify case assignees
- Built-in fine tracking (Add-On)
- Text messaging (SMS) (Add-On)
- Online payments (Add-On)
- Web service API

SEAMLESS CASE MANAGEMENT

- Filter and sort thousands of cases
- Personal caseload dashboard
- Inspection scheduling and management
- Templated notice generation
- View and print cases on a map
- Attach images, videos, and files
- Custom fields and filters

EASE OF USE

- Intuitive consumer-grade interface
- Designed for use in the field, works on all devices
- Create cases in seconds
- Blazing fast violation selection
- Tap to select location

REPORTING

- One-click KPI reporting
- Department and staff breakdowns
- Trend reporting
- Custom reports (Add-On)
- Integration with reporting (Add-On)

GIS INTEGRATION

- GIS at the core
- Flag trouble spots on a map
- Case history by address
- Automatically populate parcel and contact info from GIS

FORCED ABATEMENT MANAGEMENT

- Generation of forced abatement documents
- Court and commission tracking
- Lien status management

SCALABILITY & SECURITY

- Auditable logs
- TLS Encryption
- Multi-region cloud backups
- AWS GovCloud redundancy, reliability, and security
- Single sign-on with Active Directory and Okta (Add-On)

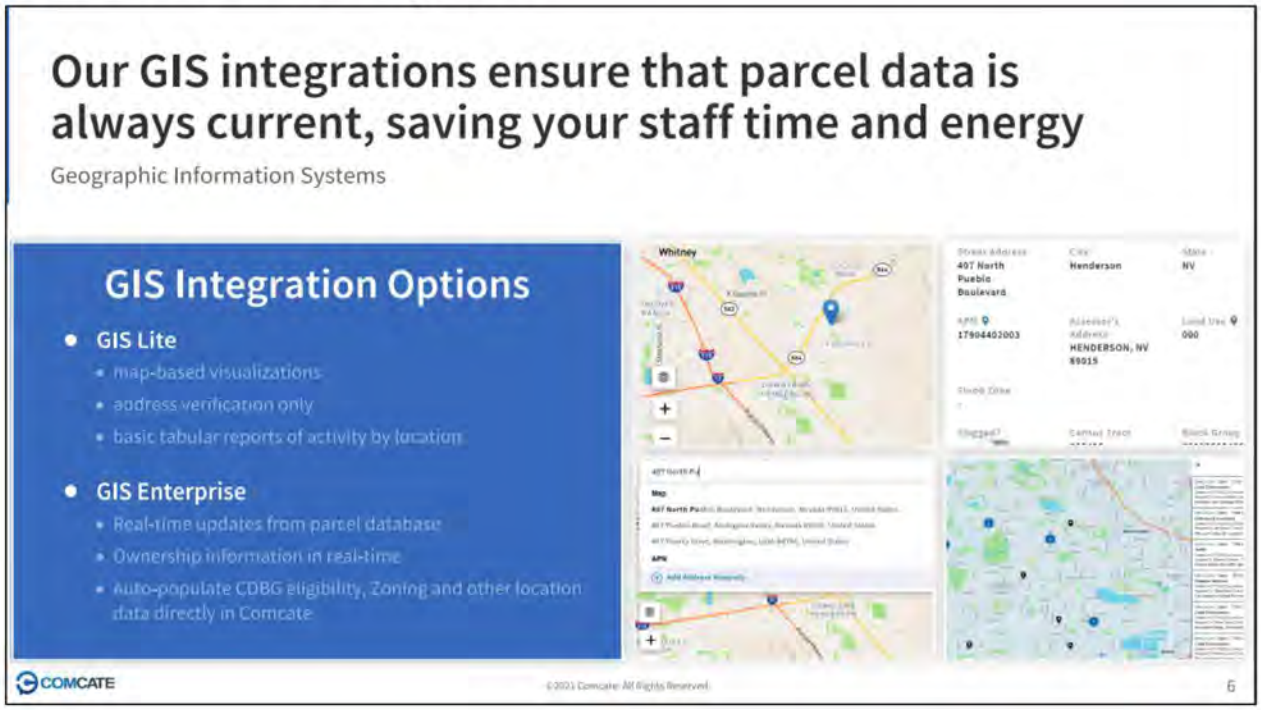
MANAGER TOOLS

- Role-based user management
- Out of office support
- Department activity dashboard

GRANULAR TRACEABILITY

- Property/parcel history
- Contact database
- Vehicle database
- Graffiti database

State-of-the-Art GIS Integrations



Category 2

Data Migration from EnerGov	Comcate can facilitate migration of legacy data into Comcate's application. Comcate has successfully completed hundreds of data migrations.
Data Sync Between External FTP Site and Comcate (T2-UpSafety)	Comcate software integrates with the City's T2-UpSafety solution, ensuring you are able to send and receive information seamlessly between the two applications.

Category 3 (Optional)

On-site Kick Off and Training - Travel	Comcate regularly travels onsite to support project implementation. The number of visits and dates we make are based on the City's needs. Frequently, our onsite work includes a project kick-off and departmental process review, as well as subsequent onsite training.

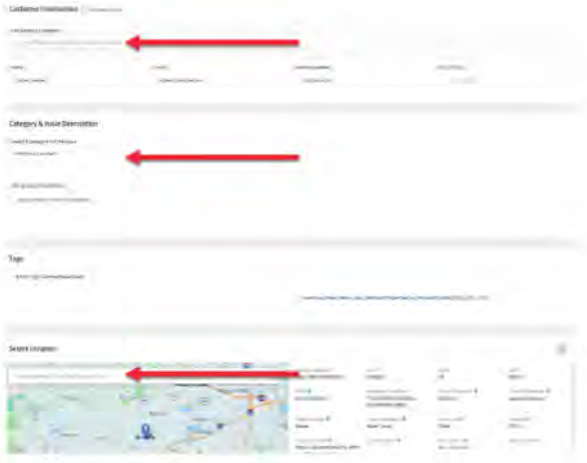
Comcate's CRM ("CRM LE") Features



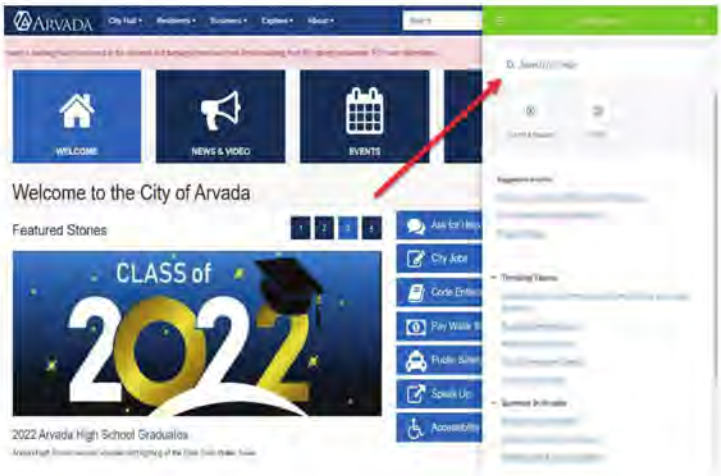
Citizens are able to submit code-related requests and track their status using Comcate's CRM solution for code enforcement. Our award-winning solution focuses on ease-of-use and automation of messaging for staff and citizens.

Four key features stand out:

1. User Experience for Staff. In three easy steps, local government staff can add contact information, select a category, and add a location. The staff member can close the case as resolved upon receipt if they answer the customer's question during the call or create a case to auto-rate to the appropriate staff member.



2. User Experience for Citizens. Citizens have access to trending topics and frequently asked questions directly from the City's website. There is no need for the citizen to download an app, learn how to use it, and become frustrated with the storage it takes up on their device. Comcate installed directly onto your agency website is mobile optimized and designed to increase citizen engagement through ease of use.



3. Reporting and Business Intelligence. Comcate provides more than 50 out-of-the-box business intelligence dashboards and reports to assist the City in your efforts to track customer service performance. We support the ability to filter reports by departments, work groups, individuals, and more.

We provide the best practices of other clients and will work with the City to establish its own response standards. The City can then track the results and identify breakdowns or areas for improvement.

Deep GIS Integrations Support Location Based Tracking and Reporting. Better Data, Better Decisions. Extensive tracking and reporting of response activity provides information which helps staff better understand how resources are being utilized. By having this data, the City can make constant improvements to its processes and track the results. CRM LE has been described as an essential tool for organizations that desire to become a learning organization.

Highly Configurable BI Tool Supports Reporting. Comcate uses AWS QuickSight tool to support business intelligence reporting. The module is highly configurable and included in the investment.

4. Easy and Robust Configuration. Our system is designed to be highly configurable and flexible so that it can accommodate all agency specific workflows. Our approach is to design around fundamental features that apply to all agencies and make them highly configurable to meet specific needs.

OTHER KEY FEATURES

Ease of Use for Citizens and Staff. Comcate employs a one-click philosophy and elicits user feedback to constantly make the application easier to use. This means that some enhancements that users make, we elect not to do because we feel it will add too much complexity. We literally count the number of steps to complete an action and work to minimize those steps. In addition, we ask for user feedback and incorporate that feedback into our application. Comcate has been recognized repeatedly by users (citizens and staff) for its intuitive and easy to use design.

RESPONSIVE DESIGN FOR CITIZENS AND STAFF



Productized Integrations. Our productized Third Party Integrations support automations between our code enforcement system and solutions. Whenever possible, we deliver them in a productized manner to make it more affordable and easier to support. This system allows users to seamlessly integrate with other third-party applications.

Warranty and Support

Customer Service Support Hours.

We maintain the hours necessary to support the City of Grand Prairie at no additional cost. Currently, our customer service technicians operate during normal business hours from 5 a.m. to 6 p.m. (PST), Monday - Friday. Our team is available via email and phone and will respond to all users at the City.

Service Levels

Comcate is required to uphold the following performance standards to be considered in compliance with its contract:
Comcate shall make arrangements for the technology to be accessible by the City of Grand Prairie's staff and public users 99.9% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Fourth	Non-critical problems for which a solution is provided	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

1. Troubleshooting at Comcate's facilities
2. Establishment of an FAQ for customers
3. On-line help windows

Examples of online help windows can be provided upon request.

Website for Support

Support includes the following:

1. Troubleshooting at Comcate's facilities
2. Establishment of an FAQ for customers
3. On-line help windows

Troubleshooting Guide

Support includes the following:

1. Troubleshooting at Comcate's facilities
2. Establishment of an FAQ for customers
3. On-line help windows

Uptime, Backup, Disaster Recovery

Uptime and Accessibility

Comcate tracks and monitors its application 24/7/365 and has established a track record of over 99% uptime.

Data Storage

Our cloud-based code enforcement software application is hosted in Amazon Web Services (AWS) GovCloud.

Project Implementation Plan

Comcate's standard implementation program is flexible. Typically, the implementation process is 4 to 8 months and includes the following actions and meetings. Many of the items below occur in parallel to support accelerated implementation.

Project Schedule

Major Tasks	Sub Tasks	Estimated Days
Pre-project Needs Assessment	• Meet with City to clarify and confirm integrations, customizations and phases of project	T-2 days to agreement
Initial Call and Identification of Project Lead(s)	• Review implementation process • Identify project team • Schedule kick-off meeting	+4 days
Kick-Off Meeting	• Introduction • Review project scope and timeline • Demo application • Prepare for needs assessments	+ 2 weeks
Needs Assessment	• Define needs around areas where customization/modification is required • Departmental process review to confirm configurations	+2 - 6 weeks
Interface Integrations	• Set strategies/plan for interfaces with applications as specified in agreement • Provide detailed requirements for integrations specified in section 2.2H and mutually agree by all parties on deliverables and timing. • Deliver integrations per timing • Gain acceptance • Launch	+4 - 8 weeks

GIS data management and address verification	• Review geodata files • Finalize architecture for implementation • Configure and test address verification • Configure and test mapping	+4 – 6 weeks
Data Migration	• Review existing data • Specify agreed upon format • Prepare data for conversion and perform conversion	+4 – 7 weeks
Application Configurations	• Identification of categories • Workflows • Users	+5 – 8 weeks
Acceptance Testing	• Client acceptance testing process	+8 weeks
Staff and Admin Training	• Role based training: power submitter, case managers, department heads, site administrator	+9 weeks
Practice Cases Sent to All Users	• Send and monitor response rate and provide report to Town project lead	+9 weeks + 1 day
Soft Launch	• Go live!	+10 weeks
Follow up Training	• Separate follow up training sessions	+12 weeks
Project Wrap Up	• Debriefing with project lead, Town manager and other appropriate stakeholders	+12 weeks

Training

Comcate has developed its role-based training program through continuous innovation to develop the most effective City training methods. With an upgrade, most users will already be familiar with the basic mechanics and features available in our system, but we will provide many role-based training sessions to support that transition to the newest version of our software.

Our training agenda is designed to have City of Grand Prairie users up and running on the application during their initial training session. The training session is organized to be completed in less than an hour (longer sessions often end up with attendees' attention span waning). The session is organized like a story: we start with an introduction about Comcate, the application, and the project background. We discuss the reason for the implementation, any internal breakdowns that have been identified and the concerns of management. This provides an opportunity to highlight how the software has addressed similar concerns in other cities. After this discussion, we provide a brief demo. This provides background to move into the next part of the training.

Comcate team members perform all training. We are prepared to train in-person or online. We have included on-site training in the proposal.

Training - End User, Admin and Technical

1. Training formats available include in-person and online. In addition, we offer a *"train the trainer"* option -- this includes scripts, supporting training sessions and providing feedback. This can be supported by recording previous training sessions and providing access to those recordings. Also included in the implementation are extensive online help pages which are available in a contextual format to all app users.

We have found that the best results are achieved when people start using the application as soon as possible. During this period, we have people log-in, submit requests, manage cases, assign tasks and perform activities that are appropriate for their role.

2. The number of hours can be finalized prior to starting the project. We have typically budgeted for 1.5 days of basic training and one day of advanced training, plus admin training. We will support a combination of on-site and web-based training based on the needs of your City.

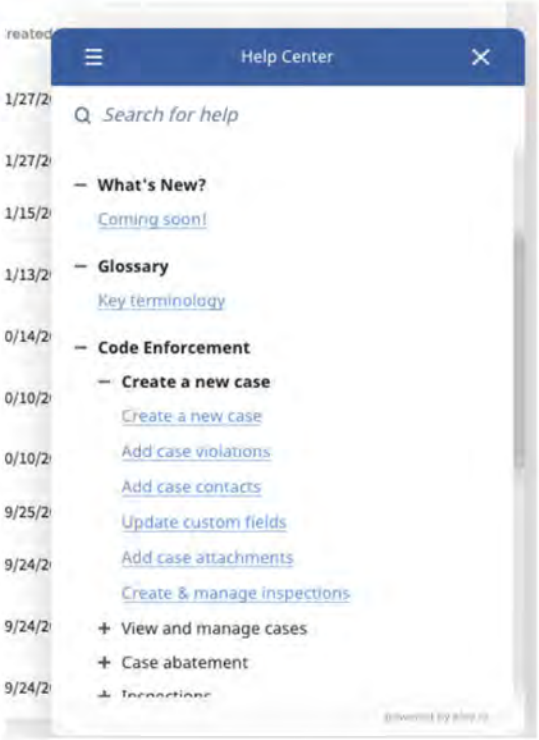
3. We provide each attendee with a personalized user summary. This user summary includes all the information they need to access the application, get common questions answered, and contact Comcate's customer support center, if necessary. After the training, we send out assignments to create practice cases and then monitor and track the practice cases to ensure that all staff feel comfortable with the application and that the City is ready to go live.

For each user role listed below we focus the training to meet their specific needs:

Role	Role Description	Training Focus
Power Submitter	Staff that will input the bulk of cases	• How to be very efficient at creating cases
Case Manager	Staff responsible for case updates, management, and forms	• How to be very efficient at managing cases. • How to send email, log communication, generate forms, add internal notes, tasks and attachments. How to collaborate with staff
Administrator and Technical Training	Typically 2 or 3 administrators per Town, with higher access rights to the application than the two roles above Review with tech lead to ensure knowledge of technical aspects of implementation	• How to add new employees, change settings, and generate reports • Technical training on integrations and integrations to sup

Product Documentation

We provided a combination of scripts and videos to support training in our Knowledge Base/Help Center that is available 24/7 to clients.


Help Center
Search for help
What's New?
Coming soon!
Glossary
Key terminology
Code Enforcement
Create a new case
Create a new case
Add case violations
Add case contacts
Update custom fields
Add case attachments
Create & manage inspections
View and manage cases
Case abatement

Team Bios and Experience

Team Experience

The City of Grand Prairie will be supported by Comcate's team, which has over 50 combined years of local government experience. The Comcate executive team is composed of former public town managers, technologists, venture capitalists, and veteran local government managers. Our goal is to empower the local government-to-citizen communication link by developing affordable and intuitive technology solutions. Drawing energy from our unique roots, we form close, personal relationships with our clients. We are an innovative technology company celebrating our past, dominating the present, and moving into the future.



David W. Richmond - *President*
David joined Comcate Inc. in April 2003. He oversees all functional areas including technology and engineering, sales and marketing, client services, and finance and accounting. He spends a significant portion of his time meeting with existing and prospective clients and working on future product development. David has been involved in the implementation of CRM, Code Enforcement and GIS solutions in cities across the country.
Previously, Dave worked as an Entrepreneur in Residence at Altos Ventures, a Silicon Valley based venture capital firm with $150M under management. At the firm, Dave worked with a number of portfolio companies and performed due diligence on investment opportunities.
Prior to joining Altos Ventures, Dave was the Chairman and President of Hearing Science, a company he co-founded in 1996 and grew to 90 employees. From 1990-1996, Dave worked as a strategic and financial consultant on project teams with the consulting firm of Coopers & Lybrand and the private equity firm Sverica International. He provided strategic, M&A, and operations consulting services in the public sector, among other industries, where he worked with various local governments.
Dave received his B.A. degree from University of California, Berkeley with an emphasis in economics and political science. Dave serves as a director or advisor to a number of for-profit and non-profit companies.



Kolten Keeney - Vice President, Growth
Kolten joined Comcate Inc. in October 2018. He oversees all Sales, Marketing, and Client Services Operations including implementation, training and customer support. He spends a significant portion of his time meeting with existing clients to deploy training and support programs that assure optimized client success. Kolten has been involved in the implementation of CRM, Code Enforcement and GIS solutions in dozens of cities across the country.

Previously, Kolten worked as the Global Director of Customer Success at FocusVision Inc., a New York based technology firm with annual recurring revenues exceeding $100M. At the firm, Kolten worked with a number of technology, healthcare, and FMCG companies. He also managed training, support, and account management personnel that supported over 30,000 active users across a robust suite of SaaS products.
Prior to joining FocusVision, Kolten was the Regional Director of FV Asia PTE, Ltd. a regional start-up subsidiary of FocusVision Inc. located in Singapore. Kolten drove accelerated growth of the Asia Pacific Division from 5 employees and $130K in annual revenues to 25 employees and $3M+ in annual recurring revenue in a 24 month period. He provided oversight for several functions including business development, project management, and technical support for private and public agencies across various industries including healthcare, education, and government.
Kolten received his B.A. degree from California State University, Fresno with an emphasis in Economics and dual minors in Mathematics and Political Science. Kolten also earned his M.B.A in Finance and Entrepreneurship studying at California State University, Fresno including international coursework at Hong Kong Baptist University in Hong Kong.

Josh Volpert - *Product Manager*



Josh has been with Comcate for 7 years and oversees the product strategy and execution, driving the short and long term vision of the Comcate suite of products. His priority is to serve the needs of the user and keep the voice of the customer front and center in every step of our process.
Josh is a self-described technologist and has been working at Comcate for more than seven years. Josh began his career at Comcate working in the Client Services Division as a Project Manager implementing similar solutions across the country. He has personally managed 100+ implementations and trained thousands of staff, management and elected officials. Josh prides himself on his deep understanding of local cities. He also has experience in sales and helping other cities better leverage technology.
Josh received his B.S degree in Microbiology and Mathematics from the University of Arizona. In his spare time, Josh loves to watch his favorite soccer team Liverpool and travel, when possible.

Brandon Mahne - *CTO*



Brandon oversees all aspects of the software development life cycle, managing multiple growing and diverse squads alongside customer success and product management. His pragmatic and empathetic leadership style empowers the organization to focus on delivery, scalability, and customer satisfaction at scale.

As CTO, Brandon brings nearly 20 years of SaaS experience with a variety of industries to Comcate and their customers.
Brandon has helped startups with delivering technology, cloud, and product strategy complete with architecture and engineering execution plans and budgets. Prior to

joining Comcate, he was a Vice President with Parsable, where he administered control over all R&D functions, including engineering, product, design, Customer Support and IT direction and delivery. He also led direct end-to-end strategic operations and the creation of technical and product vision of Parsable's SaaS platform for 60+ of the world's largest industrial enterprises.

Brandon holds a B.A. from the University of Missouri and resides in San Francisco California

Rich Meyer - Senior Project Manager



Rich is a key team member on our Client Services Team. His accountabilities include new enterprise client Implementations, user training, and customer support. He spends a significant portion of time meeting with existing clients to deploy training and support programs that assure optimized client success. Rich has been involved in the implementation and account management of CRM, Code Enforcement and GIS solutions in dozens of cities across the country. Prior to joining Comcate, Rich worked at University of California in the CTO's office.

Paige Nash - Project Manager



Paige is a key team member on our Client Services Team. Her accountabilities include new client Implementations, user training, and customer support. She spends a significant portion of her time meeting with existing clients to deploy training and support programs that assure optimized client success. Paige has been involved in the implementation and account management of CRM, Code Enforcement and GIS solutions in dozens of cities across the country.

Previously, Paige worked as an Associate Consultant at Brightly Software (formerly known as Dude Solutions). At the firm, Paige worked with a number of local government agencies using the cloud-based SmartGov product and managed training and support for hundreds of active users. Prior to joining Dude Solutions, Paige was the Marketing Director of Pro-Optix Optical.

Paige received her B.A. in Communications from Cazenovia College. Cazenovia College is an independent, co-educational college located in the Central New York region of New York State, offering graduate and bachelor's degree programs in the liberal arts and professional studies.

Kate Magoolaghan- Project Manager

Kate is a key team member on our Client Services Team. Her accountabilities include new client Implementations, user training, and customer support. She spends a significant portion of her time meeting with existing clients to deploy training and support programs that assure optimized client success. Kate has been involved in the implementation and account management of CRM, Code Enforcement and GIS

solutions in dozens of cities across the country. Prior to joining Comcate, Kate worked at El Dorado Hills Community in the administrative office.

Key Roles and Responsibilities

Roles in Project	Key Responsibilities
Project Board - Executive Sponsor (David Richmond)	Executive Sponsorship Budget/Schedule Review
Project Board - Executive Project Manager (Kolten Keeney)	Executive Project Manager Budget/Schedule Review Issue and Risk Escalation Project Strategy Planning
Project Manager (Paige Nash and/or Kate Magoolaghan)	Project Manager will be responsible for managing the successful delivery of all project components as specified in agreement: Implement the project plan discussed above. Facilitate communication between project team members from the City and vendor. Make commitments and decisions on behalf of the vendor team. Implement changes to the project plan. Manage project progress, including issues and potential schedule changes. Attend and participate in progress review meetings. Provide regular status updates to City staff
Product Manager Keren Swergold	Comcate Product Manager will work to specify specific customer requirements and coordinate with client stakeholders and Comcate technical teams to ensure requirements can be met. The Comcate Product Manager will be the primary point of contact for all technical work required for successful project outcomes.
CTO (Brandon Mahne)	Comcate CTO will oversee all the technical aspects of agreed-upon integrations or application enhancements as specified in the final agreement.

Bid Pricing Breakdown

Category 1			
Product	**One-Time Implementation Fee**	**Annual License Fee**	**Total Year One Investment**
Code Enforcement Manager	$ 11,583	$ 13,083	$ 24,666
CRM LE	$ 4,000	$ 6,000	$ 10,000
GIS Enterprise	$ 1,900	$ 2,800	$ 4,700
Fee Tracker	$ 350	$ 425	$ 775
Total	**$ 17,833**	**$ 22,308**	**$ 40,141**

- 22 Full-Edit Licenses for Code Enforcement Manager.
- GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood.
- Comcate's Limited Edition CRM: Customer Portal generated on City website for Code Enforcement.
- Customer Support provided as stated in agreement.
- Software enhancements and maintenance.
- Full implementation support including project management, training, and configurations

Category 2			
Professional Serviced and Integrations	**One-Time Implementation Fee**	**Annual License Fee**	**Total Year One Investment**
Data Migration from Energov	$ 8,000	$ -	$ 8,000
Data Sync between External FTP Site and Comcate (T2-Upsafety)	$ 25,000	$ 9,450	$ 34,450
Total	**$ 33,000**	**$ 9,450**	**$ 42,450**

- Comcate's professional services are designed to meet the unique needs of your agency by combining Comcate's deep program and technology expertise to deliver tailor-made solutions.
- One-Way integration from T2 (Upsafety) to automatically create cases into Comcate.
- 9,000 Code Enforcement cases/leans migrated from Energov.

Total Category 1 and Category 2			
Category	**One-Time Implementation Fee**	**Annual License Fee**	**Total Year One Investment**
Category 1	$ 17,833	$ 22,308	$ 40,141
Category 2	$ 33,000	$ 9,450	$ 42,450
Total	**$ 50,833**	**$ 31,758**	**$ 82,591**

Category 3: Optional			
Category 3: Optional*	**One-Time Implementation Fee**	**Annual License Fee**	**Total Year One Investment**
On-Site Kick-off, Trainings	$ 10,800	$ -	$ 10,800

Annual Investment					
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Category 1	$ 40,141	$ 23,423	$ 24,595	$ 25,824	$ 27,116
Category 2	$ 42,450	$ 9,923	$ 10,419	$ 10,940	$ 11,487
OPTIONAL	$ 10,800	$ -	$ -	$ -	$ -
Total	**$ 93,391**	**$ 33,346**	**$ 35,013**	**$ 36,764**	**$ 38,602**

Comcate's Service Agreement & Invoicing Terms

CONFIDENTIAL & PROPRIETARY INFORMATION

This Technology License Agreement ("Agreement") is made as of _____ (the "Effective Date") between Comcate Software, Inc. (the "Comcate"), a California corporation authorized to do business in California, and the City of Carmel, Indiana (the "Agency").

RECITALS

A. Comcate has certain rights, interests and title to technology providing web-based customer service tools, more fully described below.

B. Comcate desires to license to Agency certain of its technology to be used by Agency in connection with its efforts to improve its delivery of services to the public, and Agency desires to accept such license.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Grant of License and Use of Product.

(a) Subject to the terms and conditions set forth herein, Comcate grants to Agency a limited, revocable, non-exclusive and nontransferable license to use the technology set forth in Exhibit A hereto (the "Technology"), and any accompanying documentation provided to Agency by Comcate.

(b) Agency may not, and may not permit others to:

(i) alter or modify, or create derivative works from the Technology or the accompanying documentation;

(ii) publish, rent, sell, loan, lease, distribute, redistribute, transmit, license, sublicense or otherwise transfer or assign the Technology or the accompanying documentation whether by operation of law or otherwise, with or without consideration, and through any means including without limitation the Internet or other electronic means;

(iii) translate, decipher, reverse assemble, reverse compile or reverse engineer the Technology, or otherwise attempt to discover any source code or underlying Proprietary Information (as that term is defined below);

(iv) publish or provide any results of any tests run, accounts or other information regarding the Technology to any third party without Comcate's prior written consent or permit any third party to perform such tests;

(v) delete, remove or obscure any proprietary notices of Comcate on the Technology or accompanying documentation; or

(vi) develop or support any computer software product which is derived from, or based on, the source code of the Technology. Comcate prohibits any access to its source code by the Agency, its employees or contractors. If the Agency learns that any employee, agent of or contractor to the Agency has obtained access to the source code of the Technology, the Agency shall immediately notify Comcate in writing of such event. The Agency agrees that if such wrongful access to the source code of the Technology occurs, the Agency will not use the information derived from such access in the design development, sale or support of the software products functionally equivalent to the Technology and/or competitive with the Technology during the term of this Agreement and for a period of ninety (90) days following termination hereof.

2. Ownership.

(a) Intellectual Property. Title to, ownership of and intellectual property rights in the Technology, the accompanying documentation, Proprietary Information (as defined below) and all copies thereof shall be and at all times remain with Comcate or its designees, as applicable. All rights not expressly licensed herein are reserved to Comcate. Any corrections, bug fixes, enhancements, updates, modifications (including custom modifications), materials, information, ideas, concepts or know-how to the Technology or accompanying documentation, provided by Agency or otherwise, shall be owned by Comcate, as applicable. Agency hereby acknowledges that this Agreement is a license agreement and not an agreement for sale.

(b) Ownership of Agency's Data. All data and databases are owned by Agency before the termination of this Agreement and all data, including but not limited to all citizen letters, replies, and notes generated by, on behalf of or at the request of Agency in connection with the use of the Technology (collectively, "Agency's Data") shall be and remain the sole property of Agency. Upon termination of this Agreement, Comcate will, at the request of Agency, return or destroy all of Agency's Data in the possession of Comcate promptly following such request. Comcate will not use Agency's data without the express written consent of the Agency.

3. Comcate Compensation

(a) Basis of Investment. See Exhibit B.

4. Initial Customization, Technical Support, On-Site Training, Maintenance, Enhancements and Updates; Support Services. See Exhibit C.

5. Acknowledgments.

(a) Agency expressly acknowledges that Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose

(including but not limited to intellectual property infringement, fraud or defamation).

(b) Comcate acknowledges that it will "host" the Technology and support as listed in Exhibit A.

6. Nondisclosure.

(a) Agency acknowledges that, in the course of using the Technology pursuant to this Agreement, Agency may obtain confidential or proprietary information relating to the Technology, the accompanying documentation to the Technology or Comcate, including without limitation all technical, know-how and specifications ("Proprietary Information"). For purposes of this Agreement, Proprietary Information further includes any information and data which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, which may include, without limitation, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the products and services of the parties, as well as ideas, concepts, designs, computer programs and inventions and all record bearing media containing or disclosing such Proprietary Information which are disclosed pursuant to this Agreement. Such Proprietary Information shall belong solely to Comcate. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of Agency. Agency shall not use or disclose Proprietary Information to third parties without the prior written consent of Comcate, and Agency agrees to undertake reasonable measures to maintain the Proprietary Information in confidence. Agency agrees to report immediately to Comcate any unauthorized use or disclosure of Proprietary Information of which Agency has actual knowledge.

(b) Comcate acknowledges that, in the course of supporting and maintaining the Technology for the Agency, Comcate may obtain information regarding the Agency or its users of the Technology. Notwithstanding that certain parts of such data may become a public record, Comcate shall not disclose or use any such public information or any of Agency's Data (referred to in Section 2 (b) hereof) which accumulates as the result of the Agency's use of the Technology to any person or entity without the Agency's prior written consent. Comcate agrees to take all appropriate steps to protect the integrity and confidentiality of the Agency's Data. If any requests are made to the Agency under the Public Records Act regarding the Agency's Data or this Agreement, the Agency shall provide Comcate notice of such request within three (3) business days following the Agency's response to such request.

(c) Each party shall protect and safeguard the Proprietary Information of the other party using at least the same degree of care such party uses to protect its own Proprietary Information of like importance. Each party agrees that all employees and subcontractors to whom Proprietary Information is disclosed will have signed a confidentiality agreement in form and substance reasonably acceptable to the disclosing party, copies of which will be provided upon request.

(d) Notwithstanding anything contained in this section to the contrary, Agency's obligations regarding Proprietary Information shall be subject to the same provisions described in Section 2(c) and 2(d) above.

7. Insurance. Comcate shall prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, shall procure and maintain in full force and effect all of the insurance required by Exhibit "D," attached hereto and incorporated herein by this reference.

8. Warranty Disclaimer. Comcate has no control over the conditions under which Agency uses the Technology and does not and cannot warrant the results obtained or not obtained by such use.

EXCEPT AS OTHERWISE SPECIFIED IN SECTIONS 4 OF THIS AGREEMENT, COMCATE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY THAT AGENCY'S USE OF THE TECHNOLOGY WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE TECHNOLOGY WILL BE ERROR-FREE OR SECURE. COMCATE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE TECHNOLOGY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Agency ACKNOWLEDGES THAT THE TECHNOLOGY IS PROVIDED "AS IS" AND MAY NOT BE FUNCTIONAL ON ANY MACHINE OR IN ANY ENVIRONMENT. Agency ASSUMES ALL RISK OF THE USE, QUALITY, AND PERFORMANCE OF THE TECHNOLOGY.

9. Indemnification.

(i) City shall defend, indemnify and hold Comcate harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from City's breach of this Agreement or the use of the Technology by City or by others to whom City has provided access to the Technology.

(ii) Comcate shall defend, indemnify and hold City harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from Comcate's breach of this Agreement.

10. Non Assignability. Neither City's rights nor City's obligations arising under this Agreement are assignable or otherwise transferable by City (whether voluntarily or operation of law) without the express written consent of Comcate, and any such prohibited assignment or transfer shall be void and without effect. If Comcate should so consent in writing, the assignee shall be bound by all of the terms and conditions of this Agreement. Comcate may assign any or all of its rights or obligations hereunder without the consent of City. Subject to the provisions of this Section 10, this Agreement shall insure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

11. Term: Right of Cancellation. The Initial Use Term of this Agreement shall commence on the date hereof and continue for a two-year term. Thereafter, unless City notifies Comcate in writing at least 90 days in advance of the scheduled expiration date that City elects not to renew, this Agreement shall automatically renew for a period of 365

days. The previous period's current Annual License Fee will be adjusted by either 5% or the Consumer Price Index (CPI), whichever is lower, provided that either party may terminate as defined in Section 15.

12. Applicable Law and Forum.

(a) This Agreement is entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the City and County of San Francisco in the State of California for the purpose of resolving any dispute arising under or relating to this Agreement, and each party hereby waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees.

(b) Any controversy or claim between or among the parties, including, but not limited to, those arising out of or relating to this Agreement and any claim based on or arising from an alleged tort, shall at the request of.any party be determined by binding arbitration. The arbitration shall take place in northern California and shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code) and under the auspices and rules of the American Arbitration Association then in effect. Judgment upon the decision rendered by the arbitrators may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

13. Entire Agreement: Amendment. Each party acknowledges that it has read this Agreement and the exhibits attached to this Agreement, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

14. Equitable Relief. City acknowledges and agrees that, due to the unique nature of the Technology and Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow City or third parties to unfairly compete with Comcate resulting in irreparable harm to, and therefore, that, upon any such breach or threat thereof, Comcate shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies they may have at law.

15. Termination. This Agreement may be terminated by (a) either party in the event of a breach by the other party of a material representation, warranty, or covenant made in this Agreement by the other party and such breach is not cured within thirty (30) days after receipt by the other party of written notice thereof, or (b) by the City without

cause upon 90 days written notice to Comcate. In the event that this Agreement is terminated without cause, the City shall not be entitled to any refund or credit of fees paid or payable hereunder. If the termination was a result of Comcate's breach of this Agreement City shall be entitled to a refund of that portion of the Annual License Fee paid for the months that this Agreement is no longer in effect.

Upon expiration or termination of this Agreement, (a) City will immediately destroy or erase all copies of the Technology and any Proprietary Information and, upon Comcate's request, promptly confirm destruction of same by signing and returning to Comcate an "affidavit of destruction" acceptable to Comcate and (b) Comcate shall transfer to City all of Comcate's Data in form acceptable to both the City and Comcate.

Without terminating this Agreement, the City may suspend public access to the Technology at any time for any reason, and if it becomes necessary for Comcate to facilitate the temporary suspension of such access, Comcate agrees to facilitate such suspension following receipt of a written request of City to take such action.

16. Taxes. City will pay all federal, state and local sales, personal property, Ad Valorem and any other taxes (but not including Comcate's income taxes) arising as a result of this Agreement.

17. Relationship of Parties. The parties to this Agreement are independent contractors. No joint venture, agency or partnership, express or implied, is granted under this Agreement. For purposes of this Agreement, neither party is an agent of the other party, and neither party has any express or implied authority to act on behalf of, or make any representations whatsoever on behalf of, the other party.

18. Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

19. Notice. Unless herein provided otherwise, any notices required or permitted under this Agreement shall be sent to the parties by registered or certified mail or by express, overnight delivery, addressed as follows:

If to Comcate:
Comcate Inc. Attn: David Richmond
9450 SW Gemini Dr, # 61173
Beaverton, Oregon 97008-7105 US (or at such other addresses of which Comcate may from time to time notify Agency) or by emailing kolten@comcate.com. Agency may report any technical problems regarding the Technology to Comcate by calling 415-632-1482 or emailing support@comcate.com (or at such other address of which Comcate may from time to time notify Agency).

If to Agency:
TBD

20. Severability. If any provision of this Agreement is invalid under any applicable

statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

21. Waiver. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. A waiver at one time shall not constitute a subsequent waiver of the same condition, breach, default or occurrence at any other time unless such waiver explicitly so provides. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be original and each of which together shall constitute a single instrument.

23. Other Government/Publicly Funded Agencies: If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

24. Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure is due to causes beyond its reasonable control and without its fault or negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown above.

Comcate Software, Inc. "Comcate"	Grand Prairie, TX "Agency"
Signature:	Signature:
David Richmond CEO/President	Name: Title:

Exhibit A

Description of Software (defined as the "Technology") to be Provided

Category 1

1. **Code Enforcement Manager** was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.





HIGHLIGHTS
Automate case management
Access, track and manage municipal code violations
Tablet Compatible
Attach photos and videos
Schedule follow-ups and receive automatic reminders
Track violations by parcel
Print reports and notices automatically

2. **CRM Limited Edition for Code Enforcement:** Comcate's Limited Edition CRM allows internal employees to track incoming calls, walk-ins, or cross-departmental communications through an all-encompassing customer submissions queue. Customer Submissions can be reviewed, responded to, and closed. Reporting is available for customer submission volume by category. Customer submissions can also be escalated and/or linked to internal cases for code enforcement, animal control, or community development

3. **GIS Enterprise:** Enables integration with GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood. Property attributes such as ownership information and CDBG eligibility are automatically populated, while map layers can be applied to display location-specific information such as zoning & council district.

4. **Fee Tracker:** Ability for users to track fines and payments in Comcate and provide reports on amounts invoiced, outstanding, and collected over designated time periods.

Category 2

Comcate Professional Services are managed by a dedicated team of professionals that have expertise and experience helping our customers solve unique business challenges through technology. Our Comcate professional services include integrations with 3rd party applications and software enhancements. This is a bucket for additional services. They must be documented as SOWs and pre-approved by the Agency in writing before starting.

5. **SOW #1 - Energov Data Migration:** Comcate will support a data migration from Energov Parcel Database.

6. **SOW #2 - Data Sync between external FTP site & Comcate (T2 Upsafety):** Comcate will support an integration with T2, Upsafety to allow data sync.

Category 3 (Optional)

7. **On-site Travel:** One for Kick off and Discovery and a second for training. This includes travel expenses and time for team member(s) on-site. Comcate can provide specific pricing upon request during the implementation.

Project Team and Services

Our Implementation process is designed for success

Our experienced team of professional project managers have led successful software implementations in over 200 agencies across the country.

Dedicated project team assigned to your implementation

1. Our project team includes a dedicated project manager, technical lead, experienced trainer, and executive sponsor.
2. Professional Services and Custom Work is led by a Professional Services Manager to document goals, get sign-off and manage delivery.

Our process is detailed and precise

1. We start with a kickoff meeting and align on the project plan. We clarify goals, milestones, timelines, and stakeholders. The plan also identifies potential risks and strategies to mitigate risk.
2. We gain internal buy-in across your agency with dedicated kick-off meetings, internal communications, and process reviews. This guarantees a positive, transparent implementation process from start to finish across all departments and stakeholders.

Our Team is an extension of your team

1. Our professional project team members have deep program expertise, and they are there to guide you throughout the implementation. Their experience is a resource that you can leverage and trust.
2. Our technical team is there to help remove roadblocks. IT Stakeholders and 3rd Party Integration Partners will be provided a dedicated technical resource to help move specific aspects of your implementation forward.

Implementation Timeline and milestones for deliverables

Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis of two months to meet the Agency's needs and include the following actions and meetings.

Major Tasks	Sub Tasks	Estimated Days
Pre-project Needs Assessment	• Meet with City to clarify and confirm integrations, customizations and phases of project	T-2 days to agreement
Initial Call and Identification of Project Lead(s)	• Review implementation process • Identify project team • Schedule kick-off meeting	+4 days
Kick-Off Meeting	• Introduction • Review project scope and timeline • Demo application • Prepare for needs assessments	+ 2 weeks
Needs Assessment	• Define needs around areas where customization/modification is required • Departmental process review to confirm configurations	+2 - 6 weeks
Interface Integrations	• Set strategies/plan for interfaces with applications as specified in agreement • Provide detailed requirements for integrations specified in section 2.2H and mutually agree by all parties on deliverables and timing. • Deliver integrations per timing • Gain acceptance • Launch	+4 - 8 weeks
GIS data management and address verification	• Review geodata files • Finalize architecture for implementation • Configure and test address verification • Configure and test mapping	+4 – 6 weeks

Data Migration	• Review existing data • Specify agreed upon format • Prepare data for conversion and perform conversion	+4 – 7 weeks
Application Configurations	• Identification of categories • Workflows • Users	+5 – 8 weeks
Acceptance Testing	• Client acceptance testing process	+8 weeks
Staff and Admin Training	• Role based training: power submitter, case managers, department heads, site administrator	+9 weeks
Practice Cases Sent to All Users	• Send and monitor response rate and provide report to Town project lead	+9 weeks + 1 day
Soft Launch	• Go live!	+10 weeks
Follow up Training	• Separate follow up training sessions	+12 weeks
Project Wrap Up	• Debriefing with project lead, Town manager and other appropriate stakeholders	+12 weeks

We can generally complete the implementation and go live within a few months after signing the contract. Professional Services may have an impact on the project timeline dependent on final scope and mutually agreed upon process for sign-off and implementation.

Exhibit B

Investment Summary

The year-one investment in Comcate's software consists of two components: 1) the one-time **Implementation Fee** which includes initial configurations, customizations and web-based training, and 2) the **Annual License Fee** which includes on-going support, upgrades and hosting.

Category 1 products are part of the initial project scope. Category 2 integrations will require written approval from the agency before moving forward in the form of an SOW provided by Comcate.

Category 1

	Product	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
1	Code Enforcement Manager	$ 11,583	$ 13,083	$ 24,666
2	CRM LE	$ 4,000	$ 6,000	$ 10,000
3	GIS Enterprise	$ 1,900	$ 2,800	$ 4,700
4	Fee Tracker	$ 350	$ 425	$ 775
	Total	**$ 17,833**	**$ 22,308**	**$ 40,141**

- Twenty Two Full-Edit Licenses for Code Enforcement Manager.
- GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood.
- Comcate's Limited Edition CRM: Customer Portal generated on City website for Code Enforcement.
- Customer Support provided as stated in agreement.
- Software enhancements and maintenance
- Full implementation support including project management, training, and configurations

Category 2

	Professional Service Integrations	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
5	Data Migration from Energov	$ 8,000	$ -	$ 8,000
6	Data Sync between External FTP Site and Comcate (T2-Upsafety)	$ 25,000	$ 9,450	$ 34,450
	Total	**$ 33,000**	**$ 9,450**	**$ 42,450**

- Comcate's professional services are designed to meet the unique needs of your agency by combining Comcate's deep program and technology expertise to deliver tailor-made solutions.
- One-Way integration from T2 (Upsafety) to automatically create cases into Comcate.
- 9000 Code Enforcement cases/leans migrated from Energov.

Total Summary	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
Category 1	$ 17,833	$ 22,308	$ 40,141
Category 2	$ 33,000	$ 9,450	$ 42,450
Total	**$ 50,833**	**$ 31,758**	**$ 82,591**

Optional

Professional Service Integrations	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
On-Site Kick-off, Trainings	$ 10,800	$ -	$ 10,800
Total	**$ 10,800**	**$ -**	**$ 10,800**

Invoicing Summary

Comcate will invoice the Agency based on the following:

All Category 1 Products from the Investment Summary, with the exclusion of Profession Service items. Two professional service items will be invoiced per the Invoicing Terms for Professional Services.

Defined Terms

1. Written Approval is defined as a written email confirming approval to move forward with the feature or service by Agency staff.
2. Effective Date is defined as the date this Agreement is signed by the Agency.
3. Project Kick-Off is defined as the date of the project kick off meeting with the project team.
4. Signing SOW refers to the SOW approved in writing by the agency to initiate a Professional Services project.
5. Site Acceptance is defined as the date that the application is delivered and the site acceptance checklist is completed by the Agency.
6. Launch is defined as the date that training is completed and the core products are available to users.
7. Professional Services Launch is defined as the date that training is completed and the professional services work as defined in the SOW is available to the users.
8. "Annual License Fee" will be tied to the "Effective Date" of the agreement and is subject to a COLA adjustment not to exceed 5%. The exact amount will be 5% or the Consumer Price Index (CPI), whichever is lower.

Invoicing Terms

Invoicing Category 1 and Optional Items:

1. Invoice #1: Upon "Project kick-off" we will invoice 75% of the "One-Time-Implementation Fee" and 100% of the "Annual License Fee"
2. Invoice #2: 12.5% of the "One-Time-Implementation Fee" will be invoiced upon completion of "Site Acceptance".
3. Invoice #3: 12.5% of the "One-Time-Implementation Fee" will be invoiced upon "Launch".

Invoicing for Category 2:

1. Invoice #1: Upon "Signing SOW" we will invoice 75% of the "One-Time-Implementation Fee" and the "Annual License Fee" for Year One. The Annual License Fee will coincide with the Effective Date.

2. Invoice #2: 12.5% of the “One-Time-Implementation Fee” will be invoiced upon completion of “Site Acceptance”.
3. Invoice #3: 12.5% of the “One-Time-Implementation Fee” will be invoiced upon “Professional Services Launch”.

Exhibit C

Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5:00pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

> *Comcate shall make arrangements for the technology to be accessible by the Agency's Staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.*

Service Level Table

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response within 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response within 18 hours	Telephone, e-mail
Third	Non-critical problems for which a solution is	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

1) Trouble-shooting at Comcate's facilities
2) Establishment of an FAQ for customers
3) On-line help windows

Examples of on-line help windows can be provided upon request.

Training

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized user summary (cheat sheet) which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person or web-based) can be accommodated at the Agency's request.

Respondent Company Name:			Date:	
Instructions:				
Vendor must complete the entire Attachment and include it in their solicitation submittal. Importance Features and Functionality are categorized by importance and are either required or preferred. Bidders should select (from the dropdown) the appropriate Capability category (Off the Shelf/Configurable by the City, Configurable by Vendor, Available with Customization, or Not Available). Line items indicated as "Not Available" will result in disqualification if it is a Required Function/Feature. Line items left blank will be assumed as "Not Available."				
Capability:				
Off the Shelf / Configurable by City	The feature or functionality is provided "off the shelf" or "out-of-the box" or is fully configurable by the City with no modification to the source code or Vendor involvement required			
Configurable by Vendor	The feature or functionality requires no modification to the source code, but must be configured by the Vendor.			
Available with Customization	A modification to the software or additional programming is required to provide this feature or functionality. In the comments section, provide a description of how much work the modification(s) will entail and if it will require additional cost			
Not Available	This functionality is not available in the Proposed Solution.			
#	**Importance**	**Features / Functionality**	**Capability**	**Comments / Clarifications**
Public Complaint Creation				
1	Required	Public-facing portal to file an online compliant using the complaint form or a map either via computer or a mobile device.	Off the Shelf / Configurable by City	We will deliver portal with look and feel to be approved by City. City can configure updates independently
2	Required	Automated confirmations via email and/or text messages.	Off the Shelf / Configurable by City	
3	Preferred	Allow the customer to enter complaint address by typing the address and validate the entry via the geographic database (ESRI) to confirm it is an accurate address and it is within the city limits or ETJ of Grand Prairie.	Off the Shelf / Configurable by City	
Code Enforcement Staff or System Case Creation				
4	Preferred	Automatically create proactive or reactive case status of reporting.	Off the Shelf / Configurable by City	
5	Required	Notify assigned Code Officer when a new case is created.	Off the Shelf / Configurable by City	
6	Required	Solution shall be capable of recording activities.	Off the Shelf / Configurable by City	
7	Required	Auto populate certain property information fields based on address selected such as Council District, census tract, property owner, etc.	Off the Shelf / Configurable by City	
Inspector Case Management				
8	Required	Upload photos, videos, PDFs, and documents into associated case file.	Off the Shelf / Configurable by City	
9	Required	Create template forms/merged documents that are populated based on set templates stored in the Solution incorporating information from multiple system records (e.g., case and people record, municodes, etc.).	Off the Shelf / Configurable by City	
10	Required	Supporting emailing or texting violators and other contacts in a case.	Off the Shelf / Configurable by City	
11	Required	Allow City users to reopen a closed case.	Off the Shelf / Configurable by City	
12	Required	Require City users to record a disposition, Service type, Enforcement Action ("core service"), and close all violations when closing a case.	Off the Shelf / Configurable by City	
13	Required	Solution shall allow City users to record a violation, inspection, or other due date.	Off the Shelf / Configurable by City	
14	Required	Allow authorized City users to send a message or notification to another authorized City users in a case based on user type.	Off the Shelf / Configurable by City	
15	Required	Allow authorized City users to enter notes, add photos, create documents in another authorized City user's case based on user type or other criteria.	Off the Shelf / Configurable by City	
16	Required	Track users, case entries, and a history of status changes.	Off the Shelf / Configurable by City	
17	Required	Export and print an inspector's case list with specified data fields (address, council district, violation type, etc.).	Off the Shelf / Configurable by City	
18	Required	Support escalated cases with specific actions.	Off the Shelf / Configurable by City	
Supervisor Case Management				
19	Required	Supervisor shall have a dashboard of their team members including performance measures, caseload, actions items, case status, etc. and be able to configure reports for their team members, teams, and programs, based on census tracts, performance measures, dashboards, demographic data, caseload, case status, etc.	Off the Shelf / Configurable by City	
20	Required	Notify supervisor when a notice has been submitted for review.	Off the Shelf / Configurable by City	
Inspector Field Use				
21	Required	Code Officer has all the functionality of the from an iPad or Windows-based laptop/tablet.	Off the Shelf / Configurable by City	
22	Required	Generate and email case documents, letters, and correspondence from the field such as a warning notice including violations and corrective actions, an email confirming an inspection date/time, etc.	Off the Shelf / Configurable by City	
23	Required	Allow sending notices via email or text.	Off the Shelf / Configurable by City	
24	Required	Provide the inspector with real time information to all records in the field.	Off the Shelf / Configurable by City	
25	Required	Field inspector has the ability to create a new inspection record in the field that automatically creates a checklist inspection form based on the inspection type for the inspector to complete in the form. This inspection form shall be exported to PDF.	Off the Shelf / Configurable by City	
26	Required	Provide the field inspector the ability to create a new case record in the field.	Off the Shelf / Configurable by City	
27	Preferred	Allow the inspector in the field to email any customer related to a case using email templates.	Off the Shelf / Configurable by City	
28	Required	Allow inspector to enter/edit case notes/information, upload and attach photos, close a case, enter violations, add/edit property/customer information, send a message or notification, etc. in the field.	Off the Shelf / Configurable by City	
Data Review and Approval				
29	Preferred	Provide dashboards of various record types displayed in tables and chart diagrams.	Off the Shelf / Configurable by City	
30	Preferred	Solution dashboard shall be able to display data analytics to identify/analyze /evaluate workflows, service delivery model, equity, performance measures, forecasting, etc.	Off the Shelf / Configurable by City	
31	Preferred	Dashboard permissions can be tailored to user type (i.e., inspector, supervisor, manager, admin, etc.)	Off the Shelf / Configurable by City	
Reporting				
32	Required	Provide a summary report of individual offficers KPIs	Off the Shelf / Configurable by City	
33	Required	Provide a sumamry report of agency KPIs	Off the Shelf / Configurable by City	
34	Required	Produce a violations report	Off the Shelf / Configurable by City	
35	Required	Generate standard form letters, correspondence and mailing labels based on user-defined criteria.	Off the Shelf / Configurable by City	
36	Required	Provide a chronological report of a property's case history into a single view which can be exported to a PDF.	Off the Shelf / Configurable by City	
37	Required	Provide the ability to create and modify standard reporting templates for each program as applicable.	Off the Shelf / Configurable by City	
38	Required	Retain and allow viewing of all case history by property for the life of the Solution.	Off the Shelf / Configurable by City	
39	Required	Solution shall ability to create a report and/or interactive dashboard view of all cases assigned to an inspector for any case status type.	Off the Shelf / Configurable by City	
Search				
40	Required	Search all records by all info fields individually or by address, or contact or case #	Off the Shelf / Configurable by City	
41	Preferred	Provide spatial or geographic search options (e.g., allowing users to select an area from the map and return records located within that area based on certain criteria such as case status, program, assigned inspector, violation type, etc.).	Off the Shelf / Configurable by City	
Access Management				
42	Required	Allow administraters to create, edit and remove groups of users or roles with different levels of permissions.	Off the Shelf / Configurable by City	
43	Required	Authorize and authenticate internal users with levels of access for data editing, publishing, viewing, and administration including but not limited to the functionality listed below. Restrict edit/view access to certain records type based on permissions Restrict which type of records are editable based on permission Ability to create and edit master data record types based on permissions Certain users shall have the ability to create new forms, templates, documents, etc.	Off the Shelf / Configurable by City	
44	Preferred	Include secure, password protected login and access with integration with the City's SSO/Active Directory Federation Services for City staff.	Off the Shelf / Configurable by City	
Security				
45	Preferred	Has the capability for different departments, and work groups to share common or reference data	Off the Shelf / Configurable by City	
46	Required	Supports up to 15 concurrent (read-write) users and at least an additional 10 concurrent read-only users at any one time.	Off the Shelf / Configurable by City	
47	Required	Supports the concurrent editing of a record, while providing a contention resolution mechanism: if a record was changed by another user after it was opened for editing, the editing user must be notified of the changes, with the ability to cancel, combine, edit and/or overwrite the changes.	Off the Shelf / Configurable by City	
File Upload				
48	Required	File uploads shall not result in loss of quality or scale or photo distortion.	Off the Shelf / Configurable by City	
Address Validation				
49	Required	Handle address validation for Site addresses and associated property information	Off the Shelf / Configurable by City	
50	Required	Provide auto-complete functionality (type ahead) for addressing (i.e., like street names) and present the user with a drop down of validated options in the street name field.	Off the Shelf / Configurable by City	
51	Required	Return all address fields (auto fill number, direction, street name, modifier, and current owner, etc.), property information (zoning, council district, census tract, etc.) and property owner information (name, phone number, email, etc.) when the address is validated and entered into the System. System shall reference existing City of Grand Prairie owned and maintained datasets when available.	Off the Shelf / Configurable by City	
Geographic Information Systems and Mapping				
52	Required	Compatable with mapping components in the current version of Esri ArcGIS platform, including ability to consume ArcGIS REST services and/or web maps.	Off the Shelf / Configurable by City	
53	Required	Include an administrative interface for configuring the map, including maintaining web maps and service URLs and authentication information for secure maps services.	Off the Shelf / Configurable by City	
Data Migration and Integrations				
54	Required	Supports the migration of historical and active cases from the old Code Enforcement System into the new Solution.	Off the Shelf / Configurable by City	
55	Required	Supports APIs and standards for Representational State Transfer ("REST") Web Services.	Off the Shelf / Configurable by City	
56	Required	Data Sync between External FTP Site and software provider (T2-UPsafety)	Configurable by Vendor	This will require professional services and is included in proposal

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 02/10/2025

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: Contract with Comcate Software, Inc., for Code Compliance Case Management Software, in an Amount not to Exceed $93,391 for an Initial One-Year Term, Including Implementation and Training Services, with Four Annual Renewal Options at an Initial Renewal Rate of $33,346 and an Annual Renewal Rate increase of Approximately Five Percent (5%) Per Year Totaling an Amount Not to Exceed $237,116 if all renewals and optional services are utilized

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 02/10/2025)

SUMMARY:

Vendor Name	*Annual Cost*	*Total Cost*
Comcate Software, Inc.	$82,591.00 (Year One), $10,800.00 (Year One Optional additional training/setup services) $33,346.00 (Year Two), $35,013.00 (Year Three), $36,764.00 (Year Four), $38,602.00 (Year Five),	Up to $237,116.00

PURPOSE OF REQUEST:

The Police Department's Code Compliance Division has experienced operational difficulties and inefficiencies with its current case management platform. The current system has limited features and functionality, is not user-friendly, and there is little-to-no automation of routine tasks. As part of the FY 2025 budget development process, staff researched alternative case management platforms on the market, specifically designed for code compliance use.

Notice of RFB # 25025 was advertised in the Fort Worth Star Telegram and Planet Bids; it was sent to 296 vendors, 111 of which are Historically Underutilized Businesses (HUB) or Minority Women Owned Business Enterprise (MWBE), and five are local vendors. Five bids were received as shown on Attachment 1.

The bid received from Comcate Software, which meets the specifications and needs of staff, is recommended for award. The proposed contract will be for one year, with the option to renew for four additional one-year periods. Also included is additional labor hours for training and setup services, should those services be required.

PROCUREMENT DETAILS:

Procurement Method: ☒ RFB/RFP

☐ Local Vendor ☐ HUB Vendor

Number of Responses: 5 RFP/RFB #: 25025

Selection Details: ☐ Low Bid ☒Best Value

FINANCIAL CONSIDERATION:

Budgeted?	☒	Fund Name:	Asset Forfeiture Fund
Budgeted?	☒	Fund Name:	Red Light Safety Fund

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

Grand Prairie TEXAS

Bid Tabulation
Bid Name: Code Compliance Software
RFB#: 25025

				Civos Inc.		Comcate Software Inc		GOGov		MainStar, Inc		Online Solutions, LLC	
				Santa Barbara, California		Beaverton, Oregon		Islandia, New York		Dallas, Texas		Tempe, Arizona	
Item	**Description**	**QTY**	**UOM**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
1	Start-up, Training and Implementation/Su	1	EA	$ 87,000.00	$ 87,000.00	$ 82,591.00	$ 82,591.00	$ 14,400.00	$ 14,400.00	$ 64,500.00	$ 64,500.00	$ 123,200.00	$ 123,200.00
2	Subscription Fee Year 2	1	EA	$ 18,000.00	$ 18,000.00	$ 33,346.00	$ 33,346.00	$ 15,120.00	$ 15,120.00	$ 67,725.00	$ 67,725.00	$ 51,450.00	$ 51,450.00
3	Subscription Fee Year 3	1	EA	$ 19,000.00	$ 19,000.00	$ 35,013.00	$ 35,013.00	$ 15,876.00	$ 15,876.00	$ 71,222.25	$ 71,222.25	$ 51,450.00	$ 51,450.00
4	Subscription Fee Year 4	1	EA	$ 20,000.00	$ 20,000.00	$ 36,764.00	$ 36,764.00	$ 16,770.00	$ 16,770.00	$ 74,666.81	$ 74,666.81	$ 51,450.00	$ 51,450.00
5	Subscription Fee Year 5	1	EA	$ 21,000.00	$ 21,000.00	$ 38,602.00	$ 38,602.00	$ 17,608.00	$ 17,608.00	$ 78,400.15	$ 78,400.15	$ 51,450.00	$ 51,450.00
6	Other Cost	1	EA	$ 31,000.00	$ 31,000.00	$ 10,800.00	$ 10,800.00	$ -	$ -	$ -	$ -	$ 51,450.00	$ 51,450.00
			TOTAL		$ 196,000.00		$ 237,116.00		$ 79,774.00		$ 356,514.21		$ 380,450.00

COMCSOF-01 MJORDAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2025

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
Acrisure Partners West Coast Insurance Services, LLC
1950 W Corporate Way #1
Anaheim, CA 92801

CONTACT NAME: Melissa Jordan
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: MJordan@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : American Casualty Company of Reading, Pennsylvania	20427
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Comcate Software, Inc.
David Richmond
144 Linden Street
Oakland, CA 94607

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	57SBAAW80MG	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	57SBAAW80MG	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	57SBAAW80MG	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	3013173104	6/12/2024	6/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors/Omissions			57SBAAW80MG	10/1/2024	10/1/2025	Claim 1,000,000 /Agg	2,000,000
A	Cyber			57SBAAW80MG	10/1/2024	10/1/2025	Claim $1,000,000 Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CRIME Coverage Policy # J06298461 - Limit of Liability $2,000,000.

City of Grand Prairie is included as Additional Insured on General Liability, Auto Liability and Umbrella Liability policies as required by written contract. The insurance provided in the General Liability and Auto Liability policies are primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation is included on General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies as required by written contract. 30 day NOC in favor of certificate holder with exception of non payment of premium (10 days).

CERTIFICATE HOLDER

City of Grand Prairie
300 W. Main St
Grand Prairie, TX 75050

CANCELLATION

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

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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Grand Prairie
TEXAS

CITY OF GRAND PRAIRIE AMENDMENT TO ANNUAL SERVICES CONTRACT – BID AWARD

THIS AMENDMENT ("Amendment") is made and entered into by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **COMCATE SOFTWARE, INC.** (hereinafter referred to as "VENDOR") effective September 25, 2025. CITY and VENDOR shall each be referred to individually herein as a "Party" and shall collectively be referred to as the "Parties."

WHEREAS, the CITY and VENDOR have entered into an annual contract to provide software, training, and implementation services per bid award resulting from VENDOR'S response to RFB (25025), submitted by Kolton Kenney on November 25, 2024 (the "Contract"); and

WHEREAS, the above referenced Contract was for an initial term of one year effective March 6, 2025 with the option to renew for four additional one year period(s), unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option or unless otherwise terminated as provided in Section XVI of the Contract; and

WHEREAS, the above referenced Contract provides that CITY may request changes to the Contract; and

WHEREAS, the CITY has determined that the Energov data migration which was included in the Contract scope is no longer needed, but a payment portal, which was not included in the Contract scope, is needed; and

WHEREAS, per CITY'S request, VENDOR, on September 25, 2025, began working to provide payment portal to CITY; and

WHEREAS, the VENDOR has agreed to modify the Contract scope to amend the services.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. VENDOR and the CITY wish to amend the original contract effective date to March 2, 2025 and exercise one of the annual renewal options to extend the term for an additional year, thereby extending the Contract to 11:59pm on March 1, 2027.

2. VENDOR and the CITY covenant and agree that the investment summary shall be amended as set forth in the document attached hereto as Exhibit "A" and incorporated herein.

3. The amount to be paid to VENDOR under such Contract shall be invoiced in accordance with the Contract as amended by Exhibit "A".

4. The annual subscription cost may be increased each year as provided in Exhibit "A".

5. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Agreement, insurance as required by the City in Section XIV of the Contract. VENDOR shall provide the CITY with a current Certificate of Insurance showing that the insurance in effect meets the requirements of Section XIV of the Contract.

6. All other terms and conditions of the Contract that are not expressly amended herein shall remain in full force and effect.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties acknowledge and agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed and delivered by their duly authorized officers, as of the last date written below.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
William A. Hills, City Manager

Date: 5/12/26

COMCATE SOFTWARE, INC.

By: David W. Richmond
Name: David Richmond
Title: President

Date: 2/26/2026

ATTEST:

_____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____
Tiffany Bull, Deputy City Attorney

Exhibit A – Investment Summary

1. Amendments of Products from the Investment Summary

   Data Migration from EnerGov to Comcate

   EnerGov Investment Impact

   - Original One-Time Implementation Fee: $8,000
   - Services removed and price adjusted to $500.00 for services provided prior to removal *(4 hours at $125 per hour).*

2. Products Added to the Investment Summary

   Online Payment Portal

   Investment Impact (Total Year One Fees - $4,960)

   - One-Time Implementation Fee: $3,000
   - Annual $4,500 subscription fee, pro-rated (9/25/25-3/1/26): $1,960
   - Annual Subscription Fee (Commencing March 2, 2026): $4,750

3. Annual Subscription Renewal Year 2

   Subscription Term: March 2, 2026 through March 1, 2027

The following annual subscription fees shall apply for the subscription term commencing March 2, 2026 and ending March 1, 2027:

Product	Annual Subscription Fee
Code Enforcement Manager	$13,737
CRM LE	$6,300
GIS Enterprise	$2,940
Fee Tracker	$446
T-2 Integration	$9,923
Online Payment Portal for Code Enforcement	$4,725
Total Annual Subscription Fees	**$38,071**

Annual Adjustment.
The annual subscription fees set forth above may be adjusted on an annual basis by a cost-of-living adjustment ("COLA"), provided that any such adjustment shall not exceed **five percent (5%)** per renewal term and shall be applied only upon renewal of the applicable subscription term.

Except as expressly outlined in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

COMCSOF-01 MJORDAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2026

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	CONTACT NAME: Melissa Jordan	
Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim, CA 92801-5373	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: MJordan@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pacific Employers Insurance Company	22748
INSURED Comcate Software, Inc. David Richmond 144 Linden Street Oakland, CA 94607	INSURER B : ACE Property and Casualty Insurance Company	20699
	INSURER C : The Continental Insurance Company	35289
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	D03313268	9/23/2025	9/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	D03313281	9/23/2025	9/23/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	3013173104	6/12/2025	6/12/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Cyber Liability			D0331327A	9/23/2025	9/23/2026		2,000,000
D	Tech E&O			D0331327A	9/23/2025	9/23/2026		2,000,000

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

CRIME Coverage Policy # J06298461 - Limit of Liability $2,000,000. Effective 3/15/2026-3/15/2027

ABUSE & MOLESTATION- Policy # B0621PCOMC000525- Limit of Liability $2,000,000 Effective 9/23/2025-9/23/2026

City of Grand Prairie is included as Additional Insured on General Liability and Umbrella Liability policies as required by written contract. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation is included on General Liability, Umbrella Liability and Workers Compensation policies as required by written contract. 30 day NOC in favor of certificate holder with exception of non payment of premium (10 days).

CERTIFICATE HOLDER

City of Grand Prairie
300 W. Main St
Grand Prairie, TX 75050

CANCELLATION

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

Jennifer Ason

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(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

P. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COMCATE SOFTWARE, INC

EXHIBIT B
Scope of Work

Annual contract for the purchase of Code Compliance Software by the City of Glendale, Code Compliance Division. This includes initial start-up, training and implementation as well as annual subscription fees.

The total Year One investment consists of: annual subscription fees for the Code Enforcement Manager core application, optional modules, and QScend/CEM integration subscription; and one time fees for implementation, configuration, data migration, training, included travel, and QScend/CEM integration professional services. Subsequent years consist of core application, optional module and integration subscription fees.

COMCATE AND GLENDALE, ARIZONA TECHNOLOGY SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT

This Technology Subscription and Professional Services Agreement ("Agreement") is entered into by and between **Comcate Software, Inc., a California corporation ("Comcate")**, and the City of Glendale, Arizona, an Arizona municipal corporation ("Agency"). This Agreement consists of Part I (Order Form – Commercial Terms), Exhibit A (Master Services Agreement), Exhibit B (Technology and Services to be Provided), and Exhibit C (Service Level Agreement).

PART I – ORDER FORM (COMMERCIAL TERMS)

1. Governing Terms

1.1 Incorporation. This Order Form ("Order") is governed by and incorporates

Exhibit A – Master Services Agreement ("MSA"),

Exhibit B – Technology and Services to be Provided, and

Exhibit C – Service Level Agreement.

1.2 Order of Precedence. In the event of conflict, the following order of precedence shall apply:

(a) Exhibit D - Qscend/CEM Integration Services, solely with respect to the Qscend/CEM integration professional services described therein;

(b) This Order Form;

(c) Exhibit A – Master Services Agreement;

(d) Exhibit B – Technology and Services to be Provided;

(e) Exhibit C – Service Level Agreement.

For clarity, Exhibit D is the Statement of Work for the Qscend/CRM integration included in this Agreement. No additional statement of work is required from the Qscend/CEM integration expressly described in Exhibit D unless the parties mutually agree in writing to modify the scope.

2. Subscription Start Date

2.1 Effective Date: _____
2.2 Subscription Start Date. The Subscription Start Date shall be the Effective Date unless otherwise specified in writing.
2.3 Initial Term. The initial Annual Subscription Term begins on the Subscription Start Date.

3. Technology Subscriptions

3.1 Category 1 – Core ApplicationSubscription

Code Enforcement Manager:	$38,122.00

3.2 Category 2 – Optional Modules and Integration Subscriptions (Annual Subscription)

Modules:

GIS Enterprise and Single Sign On / SSO Subscription:	$6,800
Qscend/CEM Integration Subscription:	$9,500
Category 2 Total:	$16,300.00
Total Annual Subscription Investment	$54,422.00

4. One-Time Services

4.1 Category 3 – One-Time

Implementation & Configuration:	$36,522.00
Data Migration:	$5,000.00

Training and onboarding services: up to 10 hours including up to 1.5 days onsite training included

Travel: one onsite trip for training or implementation related services

Qscend/CEM Integration Professional Services $3,000.00

Total One Time Services Fees $44,522.00

The fees above include the training time and one on-site trip expressly identified in this Section 4.1. Any additional onsite trips, training hours, custom development, expanded data migration, additional integrations, or services outside the scope described in this Agreement will require mutual written approval and may be subject to additional fees.

The QScend/CEM Integration Professional Services are described in Exhibit D, which constitutes the Statement of Work for those services.

Year One Investment Summary

Category 1 – Core Application Subscription: $38,122.00
Category 2 – Optional Modules and Integration Subscriptions: $16,300.00
Category 3 – One-Time Implementation and Professional Services: $44,522.00

Total Year One Investment: $98,944.00

For clarity, the Total Year One Investment consists of: (i) annual subscription fees for the Code Enforcement Manager core application, optional modules, and QScend/CEM integration subscription; and (ii) one-time fees for implementation, configuration, data migration, training, included travel, and QScend/CEM integration professional services. Categories 1 and 2, and standard Category 3 services, are invoiced upon the Effective Date pursuant to Section 5.3. The QScend/CEM Integration Professional Services fee is invoiced pursuant to the Exhibit D milestone schedule.

5. Payment Terms

5.1 Billing. All fees under this Agreement shall be invoiced in accordance with this Section. Subscription fees are billed annually in advance, and one-time fees are billed as set forth herein
5.2 Fee Adjustments - Fees are fixed during the initial contract year. Beginning with the first renewal term, subscription fees may be increased annually by up to five percent (5%).
5.3 Initial Invoicing – Categories 1, 2, and Standard Category 3 Services.
One hundred percent (100%) of all fees for Categories 1 and 2 shall be invoiced upon the Effective Date unless otherwise specified in writing. Subscription fees are billed in advance of the applicable subscription term.

One hundred percent (100%) of the Category 3 one-time implementation, configuration, data migration, training, and included travel fees shall also be invoiced upon the Effective Date unless otherwise specified in writing.

5.4 QScend/CEM Integration Professional Services Milestones.
The QScend/CEM Integration Professional Services fee of $3,000.00 shall be invoiced pursuant to the milestone schedule set forth in Exhibit D. For clarity, the milestone payment schedule in Exhibit D applies only to the QScend/CEM Integration Professional Services fee and does not modify the invoicing of the Category 1 subscription, Category 2 subscriptions, or standard Category 3 implementation services described in Section 5.3.

5.5 No Duplicate Billing.
Amounts described in Exhibit D are included within the fees stated in this Order Form and are not additional fees unless expressly stated in a written amendment or additional statement of work signed by both parties.

6. Term and Automatic Renewal

6.1 Initial Term. The initial term of this Order is twelve (12) months beginning on the Subscription Start Date. The timeline for implementation of the QScend/CEM integration is addressed separately in Exhibit D and does not extend or shorten the subscription term unless expressly agreed in writing.
6.2 Renewal. Thereafter, this Order renews automatically for successive one-year terms unless terminated in accordance with Section 7 of the MSA. Agency may cancel by providing written notice 60 days prior to subscription renewal date.
6.3 Non-Appropriation. If Agency is legally prohibited from obligating funds beyond the current fiscal year and sufficient funds are not appropriated for a renewal term, Agency may terminate effective at the end of the funded term upon written notice. Agency remains liable for all amounts due through the then-current funded term. The right of non-appropriation applies only if funds are not appropriated for the Technology or substantially similar technology. Agency shall not invoke this provision if funds are appropriated for a replacement or competing product providing substantially similar functionality. Upon request, Agency shall provide written certification of non-appropriation executed by its authorized fiscal officer.

7. Data Ownership

All data submitted to or generated through use of the Technology (“Agency Data”) remains the sole property of Agency, as further described in the MSA. Comcate will not determine Agency’s legal records-retention obligations. Agency is responsible for identifying and applying its own records-retention policies and legal requirements to Agency Data.

8. Signatures

AGENCY: GLENDALE, ARIZONA	COMCATE SOFTWARE, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

MASTER SERVICES AGREEMENT

1. Purpose and Scope

1.1 Scope. This MSA governs Agency's access to and use of Comcate's hosted, web-based software applications and related services (collectively, the "Technology") as described in the applicable Order Form.

2. License Grant and Restrictions

2.1 License. Comcate grants Agency a non-exclusive, non-transferable, revocable right to access and use the Technology during the applicable Order Form term solely for Agency's internal governmental operations.
2.2 Restrictions. Agency shall not: (a) Sublicense or transfer access; (b) Reverse engineer, decompile, or attempt to derive source code; (c) Permit access by unauthorized users; (d) Use the Technology in violation of applicable law.

3. Data Ownership, Privacy, and Security

3.1 Ownership. Agency retains all right, title, and interest in Agency Data.
3.2 Permitted Use. Comcate may access and use Agency Data solely as reasonably necessary to provide, maintain, support, and improve the Technology and as otherwise permitted by this Agreement or applicable law.
3.3 Aggregated Data. Comcate may create anonymized and aggregated data derived from Agency Data for analytics, benchmarking, and product improvement, provided no identifiable Agency Data is disclosed.
3.4 Security. Comcate shall maintain a commercially reasonable information security program designed to protect Agency Data.
3.5 Security Incident Notification. Comcate shall notify Agency without undue delay and no later than seventy-two (72) hours after confirming a security incident involving Agency Data.
3.6 Data Return. Upon termination, Agency may export Agency Data for thirty (30) days, after which Comcate may delete Agency Data in accordance with Agency's applicable records-retention policies, to the extent such policies are provided to Comcate in writing, and Comcate's standard data-deletion and retention practices, except as required by law. Agency is responsible for determining and communicating any legal or policy-based records-retention requirements applicable to Agency Data before expiration of the export period..

4. Support and Service Availability

Support services are provided as described in the Order Form and Exhibit C. Any service levels are commercial objectives only unless expressly stated otherwise in Exhibit C.

5. Fees and Payment

5.1 Payment Obligation. Agency shall pay all fees specified in the Order Form.
5.2 Payment Terms. Invoices are payable within thirty (30) days of receipt unless otherwise required by law.
5.3 Suspension. Comcate may suspend access for non-payment thirty (30) days after written notice of delinquency if Agency fails to cure within that period, to the extent permitted by applicable law.

6. Confidential Information

Each party shall protect the other party's confidential information using reasonable care and shall not disclose such information except as permitted by this Agreement or required by law. This section is subject to applicable public records and transparency laws.

7. Term and Termination

7.1 Term. This MSA remains in effect until all Order Forms are terminated.
7.2 Termination for Convenience at Renewal. Agency may terminate an Order Form without cause by providing written notice at least sixty (60) days prior to expiration of the then-current term.
7.3 Termination for Cause. Either party may terminate for material breach if the breach is not cured within thirty (30) days after written notice.
7.4 Effect of Termination. Termination does not relieve Agency of payment obligations accrued prior to termination. Provisions intended to survive shall survive termination.

8. Warranties and Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TECHNOLOGY IS PROVIDED "AS IS." COMCATE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnification

9.1 Agency Indemnification. Agency shall defend and indemnify Comcate from third-party claims arising from Agency misuse, violation of law, or breach of this Agreement.
9.2 Comcate Intellectual Property Indemnification. Comcate shall defend and indemnify Agency against third-party claims alleging that the Technology infringes a valid United States patent, copyright, or trademark, excluding claims arising from Agency modifications, third-party integrations not provided by Comcate, Agency misuse, or Agency governmental actions.
9.3 IP Remedy. If infringement is alleged, Comcate may (a) procure continued use rights, (b) modify or replace the Technology, or (c) terminate the affected Order and refund prepaid unused fees. This is the Agency's exclusive remedy for IP claims.
9.4 Control of Defense. Comcate shall control the defense and settlement of indemnified claims, provided Agency gives prompt notice and reasonable cooperation and no settlement admits Agency liability or imposes obligations without Agency consent.
9.5 Limitation. Indemnification obligations are subject to Section 10.

10. Limitation of Liability

IN NO EVENT SHALL COMCATE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. COMCATE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control.

12. Assignment

Comcate may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

13. Public Records

This Agreement may be subject to public records laws.

14. Governing Law

This Agreement shall be governed by the laws of the State of California. Venue lies in Alameda County, California.

15. Insurance

Comcate shall maintain commercially reasonable insurance coverage including Commercial General Liability ($1,000,000 per occurrence / $2,000,000 aggregate), Technology Errors and Omissions or Cyber Liability ($2,000,000), Workers' Compensation as required by law, and Employer's Liability ($1,000,000).

16. Cooperative Purchasing

Other governmental entities may procure under similar terms.

17. Statements of Work

Statements of Work apply to professional services that require a defined scope, project-specific deliverables, milestones, dependencies, or acceptance criteria. Exhibit D constitutes the Statement of Work for the QScend/CEM Integration Professional Services included in this Agreement. Additional or expanded professional services will require a mutually executed written amendment or separate statement of work.

18. Notices

Comcate Software, Inc., 9450 SW Gemini Dr PMB 61173, Beaverton, Oregon 97008-7105 USA.

19. Severability

If any provision is held unenforceable, the remaining provisions remain in effect.

20. Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

EXHIBIT B

TECHNOLOGY AND SERVICES TO BE PROVIDED

1. Category 1 – Core Applications

Code Enforcement Manager (CEM)

Code Enforcement Manager (CEM) was designed with guidance from Code Enforcement Officers, Supervisors, and Department Heads to support enforcement workflows in a configurable and user-friendly system.

CEM supports the management of municipal code violations and enforcement activities, including case tracking, inspections, documentation, and reporting.

Representative functionality may include:

- Case creation and management
- Tracking and management of municipal code violations
- Tablet-compatible access for field staff
- Attachment of photos and videos
- Scheduling follow-ups with automated reminders
- Parcel-based violation tracking
- Automated generation of reports and notices

2. Category 2 – Optional Modules and Integration Subscriptions

GIS Enterprise

Enables integration with GIS server data to provide map-based visualization, address verification, and reporting. Property attributes such as ownership information and CDBG eligibility may be automatically populated, and map layers may display zoning, council districts, or other location-based data.

Single Sign-On (SSO)

Supports authentication of Agency users through Okta, with integration to the Agency's identity provider (e.g., Azure AD or Microsoft AD) for secure access to Comcate applications.

QScend/CEM Integration Subscription

Functionality described in Exhibit D.

3. Category 3 – One-Time Standard Services

Implementation & Configuration

Includes standard system setup, configuration of workflows and settings, and coordination with Agency staff to enable use of the Technology. Does not include custom development or engineering.

Standard Data Migration

Comcate may perform a one-time migration of historical case data provided by the Agency. Migration scope, field mapping, and validation are coordinated with Agency staff, with review in a staging environment prior to production deployment.

QScend/CEM Integration Professional Services

The one-time professional services required to configure and deploy the QScend/CEM integration are described in Exhibit D.

COMCATE
Empowering Communities and Citizens Through Technology

Our Implementation Approach

Our Implementation process is designed for success

Our experienced team of professional project managers have led successful software implementations in over 200 agencies across the country.

Dedicated project team assigned to your implementation

1. Our project team includes a dedicated project manager, technical lead, experienced trainer, and executive sponsor.
2. Professional Services and Custom Work is led by a Professional Services Manager to document goals, get sign-off and manage delivery.

Our process is detailed and precise

1. We start with a kickoff meeting and align on the project plan. We clarify goals, milestones, timelines, and stakeholders. The plan also identifies potential risks and strategies to mitigate risk.
2. We gain internal buy-in across your agency with dedicated kick-off meetings, internal communications, and process reviews. This guarantees a positive, transparent implementation process from start to finish across all departments and stakeholders.

Our Team is an extension of your team

1. Our professional project team members have deep program expertise, and they are there to guide you throughout the implementation. Their experience is a resource that you can leverage and trust.
2. Our technical team is there to help remove roadblocks. IT Stakeholders and 3rd Party Integration Partners will be provided a dedicated technical resource to help move specific aspects of your implementation forward.

Project Team

COMCATE
Empowering Communities and Citizens Through Technology



9450 SW Gemini Dr PMB 61173
Beaverton, Oregon 97008-7105 US

COMCATE
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Implementation Timeline and Milestones for Deliverables

Comcate's standard implementation program is flexible to meet the Agency's needs and include the following actions and meetings.

Major Tasks	Sub Tasks
Pre-project Needs Assessment	• Meet with Agency to clarify and confirm integrations, customizations and phases of the project
Execute Agreement	• Receive signed agreement
Initial Call and Identification of Project Lead with the Agency	• Review implementation process • Identify project team • Schedule kick-off meeting
Kick-Off Meeting	• Comcate introduction • Review project scope and timeline • Demo application to team • Prepare for needs assessments
Needs Assessment	• Review staff workflow • Propose implementation configuration
Professional Services Kick-Off	• Review priority order of professional services • Review SOW (Exhibit D of Technology Agreement) • Establish Comcate and Agency Owners and Key Stakeholders
Product configurations	• Identification of configuration data • Customization of CEM Notices and notification templates • Review and Sign off of configuration data

Professional Services configurations	• Implementation of professional services • Configurations completed for implementation internally • Configurations completed for implementation externally • Review and Sign off of on professional services implementation
Trainings for Agency Staff	• Role based training: power submitters, staff-users, Department heads, and Product Administrators • Other trainings available upon request
Soft Launch!	• Go Live!
Follow up Training	• Separate follow up training sessions
Project Wrap Up	• Debriefing with project lead, Agency manager and other appropriate participants

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Training

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized use-guide which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person and web-based) can be accommodated at the Agency's request.

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Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

Comcate shall make arrangements for the technology to be accessible by the Agency's staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

Service Level Table

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Third	Non-critical problems for which a solution is	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

1. Trouble-shooting at Comcate's facilities
2. Establishment of an FAQ for customers
3. On-line help windows including comprehensive Customer Knowledge Base*

**Comcate's Customer Knowledge base can be found here.*

EXHIBIT C

SERVICE LEVEL AGREEMENT

1. Ongoing Support and Services

   Comcate views every client relationship as a long-term partnership. During implementation, Agency will be introduced to members of Comcate's experienced in-house customer support staff.

   Customer service technicians operate during normal business hours from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding recognized holidays.

   Comcate is available during business hours via email and telephone and is committed to responding to all client-reported issues within four (4) to six (6) business hours.

2. Service Availability Commitment

   Comcate shall make arrangements for the Technology to be accessible by Agency staff and public users ninety-nine and eight-tenths percent (99.8%) of the time, not counting scheduled maintenance.

3. Hosting Infrastructure

   The Technology is hosted in Amazon Web Services ("AWS") infrastructure, including AWS GovCloud (US) environments where applicable to support public sector requirements.

   AWS GovCloud (US) environments are located within the United States and are designed to support regulated and government workloads.

   The application leverages AWS capabilities including availability zones, infrastructure redundancy, and automated backup processes designed to promote system resilience.

4. Support Services Included

   Support includes:

   • Trouble-shooting at Comcate's facilities
   • Establishment of an FAQ for customers
   • Online help windows including a comprehensive Customer Knowledge Base

5. Scheduled Maintenance

Scheduled maintenance may occur outside normal business hours. Comcate will use commercially reasonable efforts to provide advance notice when practicable.

Emergency maintenance may be performed when necessary to maintain system integrity or security.

6. Exclusions

Availability does not include downtime caused by:

(a) Scheduled or emergency maintenance;
(b) Force majeure events;
(c) AWS infrastructure outages beyond Comcate's reasonable control;
(d) Agency systems or third-party integrations not provided by Comcate;
(e) Internet service provider failures outside Comcate's infrastructure.

Exhibit D

Category 4 – QScend (Catalyst)/CEM Integration Statement of Work

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Overview

This Exhibit D constitutes the Statement of Work for the QScend/CEM Integration Professional Services included in the Agreement. No additional statement of work is required for the QScend/CEM integration services expressly described in this Exhibit D. Any material expansion of scope or additional professional services will require a mutually executed written amendment or additional statement of work.

Comcate will implement the **QScend (QAlert) to Comcate Code Enforcement Manager (CEM) integration**.

This integration uses **Comcate's established integration approach**, successfully deployed with other CRM systems and prior QScend implementations. The solution will standardize integration architecture and support efficient case management workflows.

Scope (Summary)

The integration will enable:

Inbound (QScend → Comcate)

- Automatic creation of code enforcement cases from QScend requests
- Transfer of core data (address, description, request ID)

Outbound (Comcate → QScend)

- Synchronization of case status updates
- Synchronization of inspector notes (append-only)
- Automatic closure of QScend requests when cases are closed

Platform

- Implementation via Comcate's **Cyberdyne integration framework**
- Standard data mapping, transformation, logging, and retry handling

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Deliverables (Summary)

- Configured QScend integration within Cyberdyne
- End-to-end case creation and synchronization workflows
- Glendale-specific configuration and deployment
- Basic monitoring and error handling

Timeline

Estimated delivery **for the QScend/CEM integration only**: 4–6 weeks from project kickoff, assuming timely access to systems, API credentials, required technical information, and stakeholder availability. This timeline does not apply to the full implementation of all Technology, standard Category 3 services, data migration, training, or other services under the Agreement.

Approach

This integration will be delivered using **proven Comcate integration patterns**, leveraging:

- Prior QScend integration experience
- Existing Cyberdyne framework capabilities

This approach reduces risk and accelerates delivery.

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Exclusions

The following are not included in this scope unless otherwise agreed:

- Attachment synchronization
- Configurable routing or advanced workflow automation
- Custom reporting or analytics

Dependencies

- Access to QScend API and credentials
- Confirmation of Glendale workflow requirements
- Availability of City staff for validation and testing

QScend/CEM Integration Professional Services Fee

Payment Milestones
The $3,000 QScend/CEM Integration Professional Services fee shall be invoiced as follows:

- Upon execution of the Agreement: 50% of the QScend/CEM Integration Professional Services fee
- Upon Site Acceptance / UAT Completion: 25% of the QScend/CEM Integration Professional Services fee
- Upon Go-Live Approval: remaining 25% of the QScend/CEM Integration Professional Services fee

For clarity, this milestone schedule applies only to the QScend/CEM Integration Professional Services fee. Annual subscription fees and standard implementation fees are invoiced pursuant to Section 5 of the Order Form.

Go-Live Approval" means the parties' mutual written approval, which may be provided by email, that the QScend/CEM integration is ready for production use following completion of applicable user acceptance testing. Agency will not unreasonably withhold, condition, or delay Go-Live Approval if the integration materially satisfies the acceptance criteria in this Exhibit D.

Detailed Scope & SOW

- **Exhibit D is the SOW.**
- The parties may later confirm implementation details by email.
- Any material scope expansion requires a written amendment or additional SOW.

Acceptance

Services will be considered complete when:

- QScend requests create cases in Comcate
- Case updates and notes synchronize to QScend
- Case closure is reflected in QScend

Summary

This integration reflects a **proven, repeatable approach** used by Comcate to connect CRM platforms with enforcement operations, enabling:

- Streamlined workflows for staff
- Reduced duplicate data entry
- Improved transparency for residents

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COMCATE SOFTWARE, INC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Payments shall be made in accordance with this Exhibit C, which sets forth the City-specific compensation for the City's purchases under the Cooperative Purchasing Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $$98,944 for year one, and $54,422 thereafter annually or $262,210 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Category 1 – Core Application Subscription	
Code Enforcement Manager:	$38.122.00
Category 2 – Optional Modules and Integration Subscriptions (Annual Subscription)	
Modules:	
GIS Enterprise and Single Sign-On / SSO Subscription	$6,800.00
Qscend/CEM Integration Subscription	$9,500.00
Category 2 Total:	$16,300.00
Total Annual Subscription Investment	$54,422.00
Category 3 – One-time Implementation & Configuration	$36,522.00
Data Migration	$5,000.00
Travel: one onsite trip for training or implementation related services	
Qscend/CEM Integration Professional Services	$3,000.00
Total One Time Services Fees	$44,522.00.

AGENDA ITEM: 25.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH QUISITIVE, LLC FOR DELIVERABLES BASED INFORMATION TECHNOLOGY SERVICES
Presented by: Steven Martin, CIO, Innovation and Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a Linking Agreement with Quisitive, LLC. to provide Deliverables Based Information Technology Services (DBITS) with an amount not to exceed $3,000,000 for the duration of the Agreement. The initial term of the Agreement is effective until May 20, 2028. This is also a request to authorize the City Manager, at their discretion, to renew the agreement for three (3) additional years in the form of one two-year extension and one one-year extension.

Background

Quisitive, LLC. offers a catalog of Deliverables Based Information Technology Services (DBITS) to support the City's various Microsoft initiatives. Such services include, but are not limited to, application development and maintenance, data management and analytics, IT assessments, and project management.

Analysis

Quisitive, LLC. will provide the City with additional support during the transition with the Microsoft Teams Voice pilot and Citywide initiative. Additionally, Quisitive LLC. will provide digital workplace services to improve user experience and increase productivity surrounding the City's Microsoft products.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another government entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement and allows access to a multitude of competitively bid contracts. The Glendale City Code authorizes cooperative purchases when the solicitation process used complies with the intent of Glendale’s procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City’s Procurement Division.

Community Benefit/Public Involvement

The services offered by Quisitive, LLC. provide the City with growth opportunities to operate its technologies more efficiently and effectively.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$800,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the FY2026-27 Innovation & Technology Project fund, project #ITP2700008 - Microsoft Modernization, and the FY2026-27 Innovation and Technology operating budget. Expenditures with Quisitive, LLC. are not to exceed $3,000,000 for the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Linking Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

Docusign Envelope ID: B6C403B2-4C65-8CF1-8307-6B6F7CE2176C

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QUISITIVE, LLC

This Linking Agreement ("Agreement") is entered into as of this day of , 2026 (the "Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Quisitive, LLC, a Texas limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On May 20,2026, the Texas Department of Information Resources, a member of the Texas Department of Information Resources Cooperative Contracts Purchasing Program, entered into a contract with Contractor to purchase the goods and services described in the State of Texas Department of Information Resources Master Cooperative Contract No. DIR-CPO-6214 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date the contract commenced, which was May 20, 2026, until the date the contract terminates on May 20, 2028. The Cooperative Agreement provides for automatic renewal of its Term, unless one of the parties to the Cooperative Agreement provide written notice to the other party 60 days in advace that it wishes to discuss amendment or non-renewal. The initial term of the Cooperative Agreement may be renewed for one(1) optional two-year period and one (1) optional one-year renewal.

   B. The initial term of this Agreement is the period from the Effective Date until May 20, 2028. The City may extend the term of this Agreement for a renewal term consistent with the

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Cooperative Agreement only upon the City giving the Contractor notice that it is exercising its option to extend this Agreement 30 days in advance of the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three million dollars ($3,000,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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

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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.

10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Mike Siewerth
6835 N. 57th Drive, Suite 100
Glendale, AZ 85301

and

Quisitive, LLC
c/o Lindsay Kelling
Three Barton Skyway
Austin, TX 78746

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Patrick S. Banger
City Manager

"Contractor"

Quisitive, LLC,
a Texas limited liability company

By: DocuSigned by: Lindsay Kelling 9AF30A4B40B8454...
Name: Lindsay Kelling
Title: Director

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QUISITIVE, LLC

EXHIBIT A

CONTRACT NO. DIR-CPO-6214

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STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

MASTER COOPERATIVE CONTRACT

QUISITIVE, LLC

1 INTRODUCTION

1.1 Parties

This contract for Deliverables Based Information Technology Services (DBITS), (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and QUISITIVE, LLC, a Texas Limited Liability Company (hereinafter "Successful Respondent"), with its principal place of business at 1431 Greenway Drive Suite 1000, Irving, TX 75038. This contract becomes effective on the date on which the last party to sign affixes its signature.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-593, on February 20, 2025, for Deliverables Based Information Technology Services (DBITS) (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-593, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

For transactions under this Contract, the order of precedence shall be as follows:

1. This Master Cooperative Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's then-current Historically Underutilized Business Subcontracting Plan;
4. Appendix C, Awarded Categories;
5. Exhibit 1, RFO DIR-CPO-TMP-593, including all Addenda;
6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-593, including all Addenda.

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1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final Renewal Term), this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

3 SERVICE OFFERINGS

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-593 for deliverables-based information technology services. The services available under this Contract are provided in Appendix C, Awarded Categories. At DIR's sole discretion, Successful Respondent may make changes or make additions to its service offering by a mutually agreed amendment, provided that any changes or additions must be within the scope of the RFO.

4 PRICING

Pricing for services under this Contract will be directly negotiated by Customer and Successful Respondent and shall be set forth in the applicable Statement of Work. Pricing shall include the DIR Administrative Fee (as defined below).

5 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths

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of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. Successful Respondent shall not invoice Customers for the DIR Administrative Fee as a separate item or charge on any Invoice.

C. DIR reserves the right to change the DIR Administrative Fee during the Term, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

D. The DIR Administrative Fee for any Customer purchase shall be the rate in effect on the date of the Purchase Agreement.

6 CONTRACT WEBPAGE REQUIREMENTS

In addition to the requirements listed in Appendix A, Section 8.4, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

A. SOW Instructions and link to DBITS page (http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=41); and

B. Warranty policies.

7 USE OF DESIGNATED RESELLERS

Successful Respondent shall not use designated resellers.

8 NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to this Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) Business Days after being mailed via United States Postal Service. All notices under this Contract shall be sent to a party at the respective address indicated below or to another address as the party shall have notified the other party in writing.

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If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: dircontractmanagementoffice@dir.texas.gov

With copy to the DIR Contract Manager. *See* Appendix A, Section 10.2, Contract Managers.

If sent to Successful Respondent:

Lindsay Kelling
QUISITIVE, LLC
1431 Greenway Drive Suite 1000
Irving, TX 75038
Phone: (210)581-9977
Email: Lindsay.kelling@quisitive.com

Notices issued pursuant to a Purchase Agreement between Successful Respondent and Customer shall be made in accordance with the Purchase Agreement.

9 ADDITIONAL AGREEMENTS

9.1 Definition of Additional Agreements

"Additional Agreements" include any terms and conditions governing products or services purchased under this Contract that are incorporated into or made applicable to a Purchase Agreement but are not included in the list of documents in Section 1.3, Order of Precedence, hereof. Additional Agreements may be included in, but are not limited to, a Statement of Work, fiscal purchase orders, software licensing agreements, service agreements, leasing agreements, or any linked, click-through, supplemental, or affixed terms or conditions, regardless of when such additional terms and conditions are incorporated into or made applicable to a Purchase Agreement. For the avoidance of

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doubt, Additional Agreements include terms and conditions governing products or services purchased under this Contract that are incorporated by the publisher or manufacturer of the product or service.

9.2 Authority to Enter Into Additional Agreements

A. Subject to the conditions in this Section, Successful Respondent and a Customer may enter into Additional Agreements. The terms and conditions of such Additional Agreements will be reviewed, negotiated, and agreed upon between the Customer and Successful Respondent. DIR has not reviewed and will not review any Additional Agreements, and is not a party to any Additional Agreements.

B. Amendments or updates to Additional Agreements shall not be made without Customer's express consent, unless Customer has expressly agreed otherwise.

9.3 Precedence of Contract

A. All Additional Agreements are subject to the Contract. The terms and conditions of the Contract shall take precedence over any conflicting terms and conditions of any Additional Agreement. Successful Respondent and Customers may not alter this order of precedence.

B. If any Additional Agreement purports to take precedence over or supersede the terms and conditions of the Contract, the conflicting terms and conditions will be void and inapplicable to the Contract and the Purchase Agreement. Successful Respondent will be nonetheless obligated to perform the applicable Purchase Agreement without regard to the conflicting terms and conditions, unless Customer elects instead to terminate such Purchase Agreement, which may be considered a termination for cause in accordance with Section 12.5.3, Appendix A, Standard Terms and Conditions.

10 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

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This Contract is executed to be effective as of the date of last signature.

QUISITIVE, LLC

Authorized By: Signature on File

Name: Lindsay Kelling

Title: Director of Contract Management

Date: 5/14/2026 | 6:18 AM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/20/2026 | 9:54 AM CDT

Office of General Counsel: Initial on File

Date: 5/20/2026 | 8:10 AM CDT

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QUISITIVE, LLC

EXHIBIT B
Scope of Work

City will purchase products and services allowable under Contract No. DIR-CPO-6214 on an as-needed basis.

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QUISITIVE, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

A quote or statement of work to be provided for each order.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $3,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

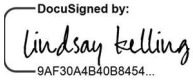
Products and services will be purchased on an as-needed basis per Contractor's quote or statement of work.

Certificate Of Completion

Envelope Id: B6C403B2-4C65-8CF1-8307-6B6F7CE2176C
Status: Completed
Subject: Complete with Docusign: Linking Agreement combined with Exhibit A.pdf
Source Envelope:
Document Pages: 12
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Marissa Flores
AutoNav: Enabled
marissa.flores@quisitive.com
EnvelopeId Stamping: Enabled
IP Address: 2600:1702:42c5:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/4/2026 8:03:26 AM
Holder: Marissa Flores
marissa.flores@quisitive.com
Location: DocuSign

Signer Events	Signature	Timestamp
Lindsay Kelling Lindsay.kelling@quisitive.com Director Quisitive LLC Security Level: Email, Account Authentication (None)	DocuSigned by:  9AF30A4B40B8454...	Sent: 6/4/2026 8:04:04 AM Viewed: 6/4/2026 8:04:52 AM Signed: 6/4/2026 8:04:58 AM
	Signature Adoption: Pre-selected Style Using IP Address: 38.67.62.191	

Electronic Record and Signature Disclosure:
Accepted: 6/4/2026 8:04:52 AM
ID: cdc76634-8ee5-42f8-9f6e-cbd52675aee7

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2026 8:04:04 AM
Certified Delivered	Security Checked	6/4/2026 8:04:52 AM
Signing Complete	Security Checked	6/4/2026 8:04:58 AM
Completed	Security Checked	6/4/2026 8:04:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AGENDA ITEM: 26.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE END CUSTOMER AGREEMENT FOR MICROSOFT SUPPORT SERVICES WITH SHI INTERNATIONAL CORP. ("SHI")
Presented by: Steven Martin, CIO, Innovation and Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. 1 to the End Customer Agreement for Microsoft Support Services with SHI International Corp. for the addition of terms required by SHI to finalize the purchase.

Background

On April 14, 2026, Council authorized the City Manager to enter into the End Customer Agreement for Microsoft Support Services with SHI International Corp., which allows the City to purchase Microsoft Unified Support Services. Microsoft Unified Support Services is a bundle only available through authorized resellers. SHI International Corp. is an authorized reseller of this product and the City has a cooperative agreement (Contract C24-1068) in place with them through July 1, 2028.

Analysis

This amendment adds additional terms required by SHI International Corp. in order to finalize the purchase of Microsoft Unified Support Services. The terms summarize the services purchased, cost, and note that Microsoft reserves the right to adjust pricing if the City requests any changes to the services summarized.

Previous Related Council Action

On April 14, 2026, Council approved the End Customer Agreement for Microsoft Support Services with SHI International Corp.

On October 22, 2024, Council approved the Linking Agreement between The City of Glendale and SHI International Corp.

Community Benefit/Public Involvement

Microsoft Unified services will provide the City with contemporary tools and resources to address the growing needs of the City's technical environment.

Attachments

Amendment No. 1 to Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

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AMENDMENT NO. 1
TO
(THE END CUSTOMER AGREEMENT FOR MICROSOFT SUPPORT SERVICES ,
Contract No. C26-0254)

This Amendment No. 1 ("Amendment") to the End Customer Agreement for Microsoft Support Services ("Agreement") is made this **23rd day of June, 2026**, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and SHI International Corp., a New Jersey corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and SHI International Corp. ("Contractor") entered into the End Customer Agreement for Microsoft Support Services, Contract No. C26-0254, dated May 1, 2026 ("Agreement"); and

B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged.

3. **Scope of Work.** Scope of Work is amended to include the Services and associated fees identified in Table B of Exhibit A - Additional Terms for SHI Quote 27221330.

4. **Compensation.** The amount of Compensation available under this Agreement is unchanged.

5. **Insurance Certificate**. Current certificate will expire on September 30, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.

6. **Non-discrimination.** 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.

7. **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

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Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

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CITY OF GLENDALE, an Arizona municipal corporation

_____

Patrick S. Banger, City Manager

ATTEST:

_____

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

SHI International Corp.,
a New Jersey corporation

DocuSigned by:
Kristina Mann
EA418E789F09404...

6/12/2026

By: Kristina Mann

Its: Authorized Signer

Docusign Envelope ID: 412B9754-1FC3-8410-800C-FDA0C509DB77

AMENDMENT NO. 1
END CUSTOMER AGREEMENT FOR MICROSOFT SUPPORT SERVICES
SHI International Corp., Contract No. C26-0254

EXHIBIT A

Scope of Work

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Additional Terms for SHI Quote 27221330

Fees.

The items listed in Table A of Section 2 of the End Customer Agreement are the Support Services that End Customer has pre-purchased during the Support Services Term, and the applicable total Fees are shown in Table B below.

Microsoft Support Services are a non-refundable, prepaid service.

If the End Customer requests any changes to the Support Services to be provided hereunder, Microsoft reserves the right to adjust the Fees prior to accepting any changes to the Support Services ordered herein.

Table B-Fees

Services Summary	Billing Date	Fee USD	Customer Fee USD
Broker - Unified Enterprise Support	5/1/2026	125,692.49	130,251.28
Broker - Unified Enterprise Support Broker Add-on	5/1/2026	0.00	0.00
Broker - Unified Proactive	5/1/2026	25,138.50	25,138.50
Subtotal		150,830.99	155,389.78
Flex Allowance		(25,138.50)	(25,138.50)
Total Fees (excluding taxes)		**125,692.49**	**130,251.28**

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Pricing Proposal
Quotation #: 27221330
Created On: 2/26/2026
Valid Until: 4/30/2026

AZ-City of Glendale

Arlene Chemello
Glendale, AZ 85302
United States
Phone: (623) 772-7174
Email: achemello@glendaleaz.com

Microsoft Inside Account Manager

Mia Wagner
290 Davidson Ave
Somerset, NJ 0073
Phone: 732-868-8963
Email: mia_wagner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Unified Enterprise Support Microsoft - Part#: NPN-MICRO-UNIFI Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: ADSPO18-196282 Coverage Term: 5/1/2026 - 4/30/2027	1	$130,251.28	$130,251.28

Subtotal	$130,251.28
*Tax	$11,071.36
Total	$141,322.64

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0
see attached additional terms for SHI quote 27221330

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM: 27.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO A SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC
Presented by: Steven Martin, CIO, Innovation and Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into the Small Enterprise Agreement County and Municipality Government with Environmental Systems Research Institute (ESRI), Inc. ESRI provides geographic information systems (GIS) software, maintenance and support to the City. The term of this agreement is from August 12, 2026 to August 11, 2029.

Background

The ESRI suite of products is used by many City departments, including Innovation & Technology, Police, Fire, Water Services, and others, to provide geographic information services and/or electronic mapping services. This Agreement allows all departments to obtain GIS software and continue to pursue and/or expand GIS initiatives, including asset data collection, analysis, reporting, and visualization.

Analysis

The Environmental Systems Research Institute (ESRI) is a leader in geographic information systems (GIS) technology. ESRI products are used worldwide and by most of the City's business partners and software providers. GIS is tightly integrated with many of the software systems used to provide city services, including, but not limited to, maps for Council presentations, public safety, documenting city infrastructure, asset management, CIP, code compliance, community services, accident analysis, and information related to commercial property within City boundaries. This Agreement is necessary to ensure the continued operation of these critical GIS systems and is only available from ESRI. Additionally, this Agreement was created to meet the specific needs of cities of our size for various ESRI modules. This allows the City to take advantage of a lower price tier based on population size instead of purchasing a la carte licenses, which is more costly.

Previous Related Council Action

On September 9, 2025, Council approved the City Manager to enter into a Small Enterprise Agreement County and Municipality Government with Environmental Systems Research Institute, Inc., Contract No. C25-0875. This contract will expire on August 11, 2026.

Community Benefit/Public Involvement

The ESRI software suite supports the City's Open Data initiative and showcases dashboards for areas including police, fire, parks, development services and many other areas in the City.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$225,000
Budgeted Y/N?:	Y
Account:	70502219-521260
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026-27 Innovation & Technology operating budget. Expenditures with Environmental Systems Research Institute are not to exceed $800,000 for the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Sole Source

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	100	ArcGIS Enterprise Contributor User Type	100
ArcGIS Online Mobile Worker User Type	300	ArcGIS Enterprise Mobile Worker User Type	300
ArcGIS Online Creator User Type	300	ArcGIS Enterprise Creator User Type	300
ArcGIS Online Professional User Type	70	ArcGIS Enterprise Professional User Type	70
ArcGIS Online Professional Plus User Type	70	ArcGIS Enterprise Professional Plus User Type	70
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	70 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	70 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	70	ArcGIS Location Sharing for ArcGIS Enterprise	70
ArcGIS Online Service Credits	175,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	100

Other Benefits

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Glendale, Arizona
(Customer)

By: Signatures Below
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Environmental Systems Research Institute, Inc.
(Esri)

By: Colleen Shaffer
Authorized Signature

Printed Name: Colleen Shaffer

Title: Manager, Commercial & Government Contracts

Date: Jun 8, 2026

CUSTOMER CONTACT INFORMATION

Contact: City of Glendale c/o Mike Siewerth

Address: 6835 N 57th Dr. Suite 100

City, State, Postal Code: Glendale, Az 85301

Country: _____

Quotation Number (if applicable): Q-565440, Q-568106

Telephone: _____

Fax: _____

E-mail: _____

CITY OF GLENDALE, an Arizona municipal corporation

_____
Patrick S. Banger, City Manager

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

ATTEST:

_____
Julie K. Bower, City Clerk

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0 —Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0 —Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0 —Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPAL (E214-6) BETWEEN THE CITY OF GLENDALE, ARIZONA AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE

EXHIBIT A

The City will purchase additional products and services outside the Small Enterprise Agreement on an as-needed basis. The City of Glendale's expenditures for the Small Enterprise Agreement and additional products and services shall not exceed eight hundred thousand dollars ($800,000) for the three year term.

Quotation # Q-565440

Date: February 19, 2026

Customer # 8036 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

City of Glendale
Information Technology
6835 N 57th Dr
Glendale, AZ 85301-3218

ATTENTION: Jonathan Pollack
PHONE: 623-930-2812
EMAIL: jpollack@glendaleaz.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/19/2026 To: 5/20/2026

Material	Qty	Term	Unit Price	Total
193209	1	Year 1	$181,586.00	$181,586.00
Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$181,586.00
Sales Tax:	$15,434.81
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$197,020.81

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
193209	1	$181,586.00	$181,586.00
Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription			
193209	1	$181,586.00	$181,586.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Vince Collins	vcollins@esri.com	303-449-7779 x5869

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

COLLINSV **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-568106

Date: February 18, 2026

Customer # 8036 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

City of Glendale
Information Technology
6835 N 57th Dr
Glendale, AZ 85301-3218

ATTENTION: Jonathan Pollack
PHONE: 623-930-2812
EMAIL: jpollack@glendaleaz.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/18/2026 To: 5/19/2026

Material	Qty	Unit Price	Total
178623	1	$4,000.00	$4,000.00
ArcGIS Business Analyst Web App Advanced Online Annual Subscription			

Subtotal:	$4,000.00
Sales Tax:	$368.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$4,368.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Vince Collins	vcollins@esri.com	303-449-7779 x5869

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

COLLINSV **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-565440,Q-568106

Date: February 19, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 8036 Contract #

City of Glendale
Information Technology
6835 N 57th Dr
Glendale, AZ 85301-3218

ATTENTION: Jonathan Pollack
PHONE: 623-930-2812
EMAIL: jpollack@glendaleaz.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/19/2026 To: 5/20/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

X I agree to pay any applicable sales tax.

___I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signatures on following page

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Vince Collins	vcollins@esri.com	303-449-7779 x5869

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

COLLINSV **This offer is limited to the terms and conditions incorporated and attached herein.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Environmental Systems Research Institute, Inc. (Esri)

By: Colleen E Shaffer
Authorized Signature

Printed Name: Colleen Shaffer

Title: Manager, Commercial & Government Contracts

Date: Jun 8, 2026

AGENDA ITEM: 28.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

AUTHORIZATION FOR THE EXPENDITURE OF FUNDS ASSOCIATED WITH CONTINUED PARTICIPATION IN THE REGIONAL WIRELESS COOPERATIVE IN FISCAL YEAR 2026–27
Presented by: Colby Brandt, Police Chief

Purpose and Recommended Action

The City Council is requested to approve the expenditure of $900,003.00 to support the City of Glendale's continued participation in the Regional Wireless Cooperative (RWC) for Fiscal Year 2026-27. As a member agency, Glendale contributes to the cost of essential system upgrades, life cycle replacement projects, and annual operating and maintenance expenses necessary to sustain reliable public safety communications.

Background

The Regional Wireless Cooperative is a multi-agency partnership that operates the region's shared public safety radio systems. Glendale relies on these systems for daily operations, emergency response, and inter-agency coordination. The RWC establishes its annual budget and subscriber unit rate based on system-wide operational needs, life-cycle replacement schedules, and the total number of radios active across participating agencies.

On February 22, 2011, the Council adopted Resolution No. 4462 New Series, authorizing an Intergovernmental Agreement (C-7606) with the Regional Wireless Cooperative (RWC). Established in 2008, the RWC supports the region's public safety communications network, serving fire, police, and municipal departments.

The cooperative operates a Motorola-integrated 700/800 MHz trunked radio system that provides mission-critical voice and data communications. The RWC also maintains a VHF Conventional Network, which supports hazard-zone and on-scene operations, particularly for fire services. The RWC Board establishes an annual subscriber rate for both the VHF system and trunked network, based on system needs and the number of radios operating across member agencies.

The RWC delivers capabilities that individual cities and fire districts could not achieve independently, such as expanded radio coverage, multi-jurisdictional interoperability, shared infrastructure and personnel, and economies of scale for maintenance and upgrades.

Financial responsibilities are distributed among member agencies based on the number of subscribers in operation. The City of Phoenix serves as the Administrative Manager.

The RWC currently supports more than 22,500 trunked radios, providing mission-critical communications across 5,000 square miles and serving more than 3.5 million residents. The VHF Conventional Network supports thousands of additional radios throughout the region, ensuring reliable communications in environments where VHF remains operationally essential.

Analysis

The Regional Wireless Cooperative determines its annual budget using a monthly subscriber unit rate, calculated by dividing the staffing, operations, and maintenance budget by the estimated number of subscriber units on the network for the fiscal year. For FY 2026–27, the Trunked Network monthly subscriber unit rate is $32.96, based on the October 2025 system-wide count of 22,522 radios. For FY 2026–27, the Conventional (VHF) Network monthly subscriber unit rate is $10.16, equivalent to $121.92 per radio annually, based on a system-wide count of 4,852 radios. The VHF system supports hazard-zone and on-scene operations, particularly for fire services.

Glendale's cost is calculated based on a projected increase to 1,093 radios as additional units are deployed throughout the fiscal year.

The RWC's cost model also includes each member's proportional share of system-wide expenses. These include operations and maintenance, System Upgrade Assurance (SUA II), logging recorder services, communications site monitoring, access control replacement, microwave system life cycle replacement, Ethernet network life cycle replacement, and the Motorola Dynamic System Resilience (DSR) project.

When these categories are applied to Glendale's projected radio count, the City's total estimated cost for FY 2026–27 is approximately $900,003.00. Actual expenditures may vary slightly depending on final subscriber counts and adjustments adopted by the RWC during the fiscal year.

Staff recommends Council authorize the approval of the expenditure of $900,003.00 necessary to support the City of Glendale's continued participation in the Regional Wireless Cooperative for FY 2026–27.

Previous Related Council Action

On June 24, 2025, the Council approved the FY 2025-26 expenditure authorization for continued participation in the RWC.

Community Benefit/Public Involvement

The RWC provides seamless public safety radio coverage across the Phoenix metropolitan region, enabling direct communication between law enforcement, fire departments, and emergency medical services. The system enhances emergency response, supports large-scale event operations, improves coverage in underserved areas, and strengthens regional disaster coordination.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$900,003.00
Budgeted Y/N?:	Y
Account:	Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026-27 operating budget in various departments proportional to the number of radios utilized. Expenditures in future fiscal years are contingent upon Council budget approval.

Department	Account	Estimated Annual Expenditure (includes subscriber costs and proportional system-wide allocations)
Transportation	10005055-525170	$6,660.02
Police	10002419-525170	$632,432.11
Fire	10002013-525170	$228,060.76
Water	60202712-525170	$1,620.01
	60202715-525170	$10,800.04
	60202720-525170	$1,620.01
	60202723-525170	$1,620.01
	60202724-525170	$3,330.01
	60202725-525170	$2,430.01
	60302734-525170	$2,430.01
	60202737-525170	$4,140.01
	60302738-525170	$2,430.01
	60302739-525170	$2,430.01
		≈ $900,003.00

How was the item procured: Other

Explanation: Intergovernmental Agreement (IGA) Regional Wireless Cooperative C-7606

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

AGENDA ITEM: 29.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE SOFTWARE SERVICES AGREEMENT WITH LEADSONLINE, LLC FOR NIGHTHAWK ANALYTICS SOFTWARE FOR THE GLENDALE POLICE DEPARTMENT
Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Software Services Agreement (C23-0496) with LeadsOnline, LLC. Amendment No. 2 updates the scope to Nighthawk Unlimited User Licenses and increases compensation by $81,322.46, establishing a new not-to-exceed amount of $268,067.88 over the entire term of the Agreement. The term of the Agreement remains unchanged and continues through May 22, 2027, with one (1) year renewal at the City Manager's discretion.

Background

Nighthawk LEOVision is a comprehensive analytics platform used by law enforcement to evaluate digital evidence collected during criminal investigations.

The Police Department initially procured ten (10) licenses in 2023 under a sole source determination due to the software's unique ability to integrate multiple data types into a single analytical environment. The department later expanded to fourteen (14) licenses through Amendment No. 1, which increased compensation by $34,000 and extended the term through May 22, 2026.

LeadsOnline, LLC acquired Nighthawk Cloud, Inc. and assumed all contractual obligations. Amendment No. 1 formally recognized this acquisition.

The Agreement was further extended administratively through a contract extension expiring May 22, 2027.

As investigative workloads and digital evidence volumes continue to grow, the Police Department requires expanded access to the platform. Amendment No. 2 updates the scope to Nighthawk Unlimited User Licenses, which ensures that all investigative personnel can access the system without per-user limitations.

Analysis

If Council approves this action, the Police Department will transition from fourteen (14) individual licenses to unlimited user access, enabling broader utilization across investigative units, digital forensics, and case support teams.

The vendor's quote identifies a prorated amount due now for the remainder of the current term and a full annual amount for the next service period, totaling $81,322.46 in additional compensation with an amount not-to-exceed $268,067.88 for the entire term of the Agreement.

The term remains unchanged and continues through May 22, 2027, and may be renewed for an additional one-year term.

This amendment ensures the Police Department maintains access to critical analytics tools that support investigations, case development, and prosecution.

Staff recommends that Council authorize the City Manager to enter into Amendment No. 2 to the Agreement with LeadsOnline, LLC for NightHawk Unlimited User Licenses and increase contract compensation by $81,322.46 for a not-to-exceed amount of $268,067.88. The Agreement will initially expire May 22, 2027, and may be renewed for one (1) additional one-year term at the City Manager's discretion.

Previous Related Council Action

On April 8, 2025, Council authorized the City Manager to enter into Amendment No. 1, adding four (4) additional licenses, increasing compensation by $34,000, extending the Agreement through May 22, 2026, and recognized that LeadsOnline, LLC accepted the contractual obligations of the Agreement.

On May 23, 2023, the City Manager entered into a Software Services Agreement with Nighthawk.cloud, Inc. for ten (10) Nighthawk Software Licenses, for an amount not to exceed $152,745.42.

Community Benefit/Public Involvement

Nighthawk Software significantly reduces the time required to analyze digital evidence, enabling investigators to quickly identify leads, develop case timelines, and prepare comprehensive reports. This supports the Police Department’s mission to protect the community by improving investigative efficiency and accuracy.

Fiscal Impact

Fiscal Year:	FY 2025-26
Fiscal Year Amount Requested:	$81,322.46
Budgeted Y/N?:	Y
Account:	10005021-524120
Transfer Required? Y/N:	N
If Yes, what account will be used?:	N/A
Budget and Financial Impacts:	

Funding is available in the FY2025-26 Police Department Operating budget (10005021-524120). Expenditures under this Agreement are not-to-exceed $268,067.88 over the entire term of the Agreement. Funding in future fiscal years is contingent on Council budget approval.

Attachments

Amendment No. 2 to Agreement

How was the item procured: Sole Source

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

AMENDMENT NO. 2

Software Services Agreement
(City of Glendale, Contract No. C23-0496)

This Amendment No. 2 ("Amendment") to the LeadsOnline, LLC ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and LeadsOnline, LLC, a Delaware limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Nighthawk.cloud, Inc. ("Contractor") previously entered into a Software Services Agreement, Contract No. C23-0496, dated May 23, 2023 ("Agreement"); and

B. The original Agreement was for a one-year initial period expiring on May 22, 2024 with four (4) additional one-year renewal periods available; and

C. City and Contractor previously entered into Contract Extention No. 1, extending the term of the Agreement from May 23, 2024 through May 22, 2025; and

D. LeadsOnline, LLC acquired Nighthawk.cloud, Inc. Therefore, all references to Nighthawk.cloud, Inc. were replaced with LeadsOnline, LLC and LeadsOnline, LLC agreed to assume all rights and obligations of Nighthawk Cloud, Inc.; and

E. City and contractor previously entered into Amendment No. 1, extending the Agreement from May 23, 2025 through May 22, 2026. The scope was increased to add four (4) additional licenses and the compensation was increased by $34,000 for a new not-to-exceed amount of $186,745.42; and

F. City and Contractor previously entered into Contract Extention No. 3, extending the Agreement from May 23, 2026 through May 22, 2027; and

G. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Recitals. The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. Term. The term of the Agreement is unchanged and shall expire on May 22, 2027.

3. Scope of Work. The scope of work has been updated to Nighthawk Unlimited User Licenses.

4. **Compensation.** The compensation was increased by $81,322.46 for a new not-to-exceed amount of $268,067.88.

5. **Non-discrimination.** 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.

6. **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.

7. **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.

8. **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.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

LeadsOnline, LLC
a Delaware limited liability company

By: Alexander Finley
Its: CEO

LEADSONLINE ORDER SUMMARY NO. S-18912

AGENCY ID: 4076-N1 | ORDER TOTAL: $81,322.46

CUSTOMER:

CITY OF GLENDALE, ARIZONA

UNIT:

POLICE DEPARTMENT

PRORATE *(Due Now)*

DUE DATE	SCOPE OF SERVICES	RATE	QTY	SUBTOTAL	DISC.%	AMOUNT
06/01/26	NightHawk Unlimited User Licenses	$70,187.89	1	$70,187.89	25%	$52,640.92

Amount:	$52,640.92
Credit:	*($34,978.16)*
Subtotal:	**$17,662.76**
Est. Tax (9.2%):	$1,624.97
Total:	**$19,278.73**

YEAR ONE

DUE DATE	SCOPE OF SERVICES	RATE	QTY	SUBTOTAL	DISC.%	AMOUNT
06/01/27	NightHawk Unlimited User Licenses	$75,755.47	1	$75,755.47	25%	$56,816.60

Subtotal:	**$56,816.60**
Est. Tax (9.2%):	$5,227.13
Total:	**$62,043.73**

PAYMENT TERMS & TAXES

Unless otherwise specified on the Order Form(s), Customer must pay all fees within 30 days of each anniversary during the Initial Term and any subsequent Renewal Term. Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s).

FEES ARE EXCLUSIVE OF SALES, USE, WITHHOLDING, VAT, TPT, AND OTHER SIMILAR TAXES, AND IF REQUIRED BY LAW CUSTOMER IS RESPONSIBLE FOR PAYMENT OF SUCH TAXES. ANY TAXES REFERENCED AND/OR QUOTED ABOVE ARE ESTIMATES ONLY, AND NOT ALL SERVICES AND/OR HARDWARE MAY BE SUBJECT TO TAXATION. FINAL TAX AMOUNTS WILL BE DETERMINED BASED ON APPLICABLE LAWS AT THE TIME OF INVOICING.

IF APPLICABLE, CUSTOMER SHOULD PROVIDE A TAX EXEMPTION CERTIFICATE BY CLICKING HERE.

BUNDLE DISCOUNTS

Bundle discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each discount. Should the associated Agreement and/or this, or any other associated Order Form, terminate for any reason, all discounts granted will be immediately revoked.

Discounts Applied: *Investigate Discount*

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LEADSONLINE NIGHTHAWK UNLIMITED™ SUBSCRIPTION

ORDER FORM NO. Q-09213 | AGENCY ID: 4076-N1

CUSTOMER:

CITY OF GLENDALE, ARIZONA

UNIT:

POLICE DEPARTMENT

1. SERVICE

a. **Service.** LeadsOnline NightHawk™ for Law Enforcement Agency users (**Service**).

b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

a. **Law Enforcement Use.** Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

a. **Analysis Files** are records electronically submitted by a Customer to the Service for automated analysis including but not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are typically generated by telecommunications network providers and systems, app providers, computers, extraction systems and are provided to Customer via a legal process or voluntarily by persons with the right to provide them. Analysis Files are Customer Property.

4. SERVICE RECIPIENT & ELIGIBLE USERS

a. **Capacity and Eligible Users.** An unlimited number of authorized named individual employees of Customer in itsPolice Department, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals in a division who are not Eligible Users may not access the Service.
- During initial onboarding, Customer must provide LeadsOnline with the names and email addresses of Eligible Users (Customer may revise its Eligible Users Form a reasonable number of times each year).

b. **Access.** Access to Analysis Files is limited to Eligible Users for Services on this Order Form, but may be shared with eligible users of other order forms if directed by Customer.

5. TERM, SERVICE PERIODS & SUBSCRIPTION FEES

a. **Order Term.** This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

b. **Payment Terms.** Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

START DATE	END DATE	RATE	QTY	SUBTOTAL	DISC.%	TOTAL DUE
June 1, 2026	May 14, 2027	$70,187.89	1	$70,187.89	25%	**$52,640.92**
May 15, 2027	May 14, 2028	$75,755.47	1	$75,755.47	25%	**$56,816.60**

c. **Credits.** Eligible credits will be assessed and applied following the execution of the Agreement and this Order Form. If execution occurs after the Start Date, all credits are subject to modification.

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d. **Renewals.** Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

e. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, TPT, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

6. Bundle Discounts

a. **Bundle Discounts.** Should bundle discounts (**Discounts**) be granted to Customer, said Discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each Discount. Should the associated Agreement and/or this, or any other associated Order Form, terminate for any reason, all Discounts granted under this, or any other the associated Order Form, will be immediately revoked and Customer will no longer qualify for Discounts.

7. Features

NightHawk™ Key Features and Characteristics	
LeadsOnline NightHawk™ System	Upload and analyze multiple file types, including text and social media, to translate data into actionable leads and seamlessly share across your agency.
LeadsOnline S.I.F.T. System	Utilize the Subject Interaction Filtering Tool to analyze calls and messages, events, GPS trackers, gunfire acoustic identifiers, LPR hits, and other data points overlaid in real time to build your case.
LeadsOnline Link Chart System	Upload mugshots and case photos to better visualize people, places, and things associated to your case for communicating, managing, and navigating large-scale investigations.
LeadsOnline Collaboration System	Case-level access control allows you to restrict or grant access to other users inside and outside of your agency providing cross-collaboration into crime patterns outside of your jurisdiction.
LeadsOnline Toolbox	Use LeadsOnline's automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

8. Training & Remote Technical Support

a. **Registration.** Eligible User accounts include unlimited access to NightHawk, Help Documents, Affidavit/Preservation Templates, and NightHawk University.

b. **Training.** Online new user NightHawk basic training included.

- Additional courses available via LeadsOnline Training Portal.
- Other on-demand training webinars on digital evidence analysis are available in the LeadsOnline Toolbox.

c. **Support.** Technical Support program is described at leadsonline.com/support.

9. Miscellaneous

a. This Order Form amends and is incorporated into Contract No. C23-0496 between **Customer** and **LeadsOnline** dated **May 23, 2023** (**Agreement**), as has been amended from time to time.

b. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

<< REMAINDER OF PAGE LEFT INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW >>

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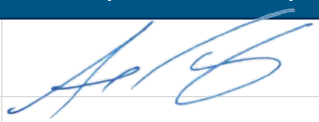
10. SIGNATURES FOR NIGHTHAWK UNLIMITED™ SUBSCRIPTION

a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LeadsOnline)	
SIGNATURE:	
NAME:	Alexander Finley
TITLE:	President & CEO
DATE:	June 8, 2026
ADDRESS:	6900 Dallas Parkway, Suite 825, Plano, Texas 75024, United States

CITY OF GLENDALE, ARIZONA (Customer)	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	
ADDRESS:	6835 North 57th Drive, Glendale, Arizona 85301, United States

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AGENDA ITEM: 30.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Aliudeen Khan Abrahim, Deputy Director Transportation
DEPARTMENT: Transportation

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH A MIND FOR DETAIL, INC., FOR CITYWIDE LANDSCAPE LABOR SERVICES FOR TRANSIT BUS STOP SHELTER CLEANING AND TRASH SERVICES
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with A Mind for Detail, Inc., for bus stop power washing and trash collection services for all City of Glendale bus shelters, pads, furniture, and Transit Centers for an initial term ending April 15, 2027. The City may extend the term of this agreement for an additional four (4) one-year terms for a total amount not to exceed $1,650,000 over the entire term of the agreement, if the Cooperative Agreement is likewise extended.

Background

The City of Glendale contracts power washing and trash collection services to maintain a clean area in and around bus stops. Currently, there are 548 bus stops in Glendale. Of those, 30 have trash receptacles, 49 have trash receptacles and benches, and 196 have shelters and furniture.

Analysis

On April 16, 2026, A Mind for Detail, Inc. was awarded a contract by the City of Scottsdale, as a cooperative use contract. Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use contracts competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process used complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City's Procurement Division.

Previous Related Council Action

None.

Community Benefit/Public Involvement

Transportation services and programs benefit Glendale residents and visitors. This action provides citizens with continued bus service in Glendale.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$330,000
Budgeted Y/N?:	Y
Account:	20702927-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the FY2026-27 Transportation Operating budget. Total expenditures are not to exceed $1,650,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

Docusign Envelope ID: 93F0FFF1-244B-834D-8061-46617FC9E917

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
A MIND FOR DETAIL, INC.

This Linking Agreement ("Agreement") is entered into as of this 23rd day of June, 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and A Mind for Detail, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 16, 2026, The City of Scottsdale, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Citywide Landscape Labor Services Contract 26RFP026F ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 16, 2026, until the date the contract terminates on April 15, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond April 15, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until April 15, 2027.

   B. The City may extend the term of this Agreement for four (4) one-year terms if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

Docusign Envelope ID: 93F0FFF1-244B-834D-8061-46617FC9E917

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million six hundred fifty thousand dollars ($1,650,000.00) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

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10. 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.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Opperman
6210 W. Myrtle Avenue
Glendale, AZ 85301

and

A Mind for Detail, Inc.
c/o Cheryl Stone
P.O. Box 31120
Mesa, AZ 85275
mrs.asu@hotmail.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Patrick S. Banger
City Manager

"Contractor"

A Mind for Detail, Inc., an Arizona corporation

By: DocuSigned by: Cheryl Stone 94F4C14A71A342C... 6/2/2026
Name: Cheryl Stone
Title: Owner

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
A MIND FOR DETAIL, INC.

EXHIBIT A
SEE ATTACHED CITY OF SCOTTSDALE CONTRACT NO. 26RFP026F

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
A MIND FOR DETAIL, INC.

EXHIBIT B
Scope of Work

Citywide Landscape and Powerwashing Labor Services per attached City of Scottsdale Contract No. 26RFP026F.

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LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
A MIND FOR DETAIL, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with the attached City of Scottsdale Contract No. 26RFP026F.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $1,650,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached City of Scottsdale Contract No. 26RFP026F.

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CITY OF SCOTTSDALE

CITY SERVICES CONTRACT

CITYWIDE LANDSCAPE LABOR SERVICES

This City Services Contract ("Contract") is entered into this 16th day of April, 2026 ("Effective Date"), between the City of Scottsdale, an Arizona municipal corporation ("City"), and A Mind For Detail, Inc an Arizona Corporation ("Contractor"). For purposes of this Contract, the City and Contractor may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The City desires to contract for pressure washing services / preventative maintenance.

B. Contractor is duly qualified to perform the requested non-professional services.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated into and made a part of this Contract.

2. **SERVICES, ACCEPTANCE, DOCUMENTATION.**

2.1 Services. The entire Solicitation, identified as 26RFP026 Citywide Landscape Labor Services, is incorporated herein by this reference as fully as if written out below. Contractor was selected to provide services for Lot F - Pressure Washing / Preventative Maintenance Contractor's proposal submitted in response to the Solicitation, dated January 7, 2026 is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Solicitation conflicts with any provision of the Contractor's proposal, the provision of the Solicitation will control. If any provision of the Contractor's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

2.2 Acceptance. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion. The City will provide all necessary information to Contractor for timely completion of tasks.

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2.3 Documentation. All documents, including but not limited to data compilations, studies, and reports which are prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to Contractor.

2.4 Billing Records; Audit. The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records, and other evidence pertaining to time billed and costs incurred and make these materials available for audit by the City in accordance with Section 11.4.

3. PAYMENTS.

3.1 FEE SCHEDULE

Contractor will be paid according to the Pricing Proposal forms submitted in Contractor's proposal attached **as Exhibit "A"** for reference.

Amounts indicated in this section represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

3.2 Payment Approval. All charges must be approved by the Contract Administrator before payment.

3.3 Payment Terms. Payment is due no later than twenty-five (25) days after the Contract Administrator's approval of any invoice. In no event will the City issue payment prior to receipt of an original, approved form of invoice containing accurate invoice and reference numbers. The City will not be liable for any delays in payment caused by Contractor's failure to timely submit invoices. Contractor shall send an electronic copy of all invoices to the Contract Administrator for approval. Upon approval, all invoices shall be sent to the City at the following address:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Suite 210
Scottsdale, Arizona 85251-4468

4. TERM AND RENEWAL. The initial term of this Contract shall be for a period of (1) one year, commencing on the Effective Date. The Parties may extend this Contract for up to (4) four additional terms of (1) one year each, subject to the same terms and conditions outlined herein. Any such extensions shall be in the form of an amendment to this Contract and signed by the Purchasing Director or designee and the Contractor's authorized representative.

5. CONTRACT ADMINISTRATOR. The "Contract Administrator" for the City is the Transit Operations Coordinator. The Contract Administrator will serve as Contractor's primary point of contact with the City, monitor Contractor's performance, review and approve invoices, establish delivery schedules, and in conjunction with Purchasing ensure Certificates of Insurance are current, conform to the requirements of this Contract, and are in the City's possession. Contractor will direct any reports and/or special requests to the Contract Administrator.

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6. **NOTICES.** All notices, requests, demands, consents, approvals, and other communications which may be or are required to be served or given under this Contract, shall be in writing and hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties, as follows:

If to City:	City of Scottsdale Attn: Daniel Alire, Transit Operations Coordinator 9191 E. San Salvador Dr Scottsdale, AZ 85258
Copy to:	City of Scottsdale Attn: City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
If to Contractor:	A Mind For Detail, Inc Attn: Cheryl Stone PO Box 31120 Mesa, AZ 85275

7. **TERMINATION.**

7.1 Termination for Convenience. City reserves the right to terminate this Contract or any part of this Contract for its sole convenience with 30 days' written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

7.2 Cancellation for Cause. City may also cancel this Contract or any part of this Contract with seven (7) days' notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any federal, state, county or city law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to Contractor.

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If the City improperly cancels the Contract for cause, the cancellation for cause will be converted to a termination for convenience.

7.3 Funds Appropriation. If the Scottsdale City Council does not appropriate funds to continue this Contract and pay for charges under this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal period and will pay to Contractor all approved charges incurred through the end of this period.

8. INSURANCE.

8.1 General. Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Contract at the City's option.

8.2 Certificates of Insurance. A current Acord Certificate is acceptable. Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate, delay in Contract execution, and/or termination of Contract. Additionally, Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.

8.3 No Representation of Coverage Adequacy. By requiring the insurance stated in this Contract, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of, Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

8.4 Coverage Term. All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed, and formally accepted by the City, unless otherwise specified in this Contract.

8.5 Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract t as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option, or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

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8.6 Policy Deductibles and/or Self-Insured Retentions. The policies stated in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to the City. Contractor is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

8.7 Use of Sub-Contractors. If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting the City and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.8 Evidence of Insurance and Requirement Endorsements. Before beginning any work or services under this Contract, Contractor must furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies of insurance expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

8.8.1 The City of Scottsdale, its agents, representatives, officers, directors, officials and employees, as well as any federal agencies as may be required pursuant to applicable laws and other agreements to which the City is subject, including, but not limited to, the U.S. Bureau of Reclamation, must be named as Additional Insured under the following policies:

a. Commercial General Liability

b. Auto Liability

c. Excess Liability - Follow Form to underlying insurance as required.

8.8.2 Contractor's insurance must be primary insurance as respects performance of subject contract.

8.8.3 All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by Contractor under this Contract.

8.8.4 If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility

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to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

8.9 Commercial General Liability. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

8.10 Auto Liability. If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Contractor must maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

8.11 Workers' Compensation Insurance. Contractor must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit. If Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance, a completed and signed Workers' Compensation Waiver Form will substitute for this insurance requirement.

9. INDEMNIFICATION.

9.1 Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns, and guarantors must defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from, any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. This indemnity obligation does not apply to, and Contractor shall be held harmless from and against all suits, demands, or claims related to, the sole negligence of the City, its agents, representatives, officers, directors, officials, and employees.

10. COMPLIANCE WITH ARIZONA AND FEDERAL LAWS.

10.1 Conflict of Interest. The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing,

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drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time (A.R.S. § 38-511).

10.2 Immigration Law Compliance. Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Contract to ensure that Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend, and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.

10.3 No Preferential Treatment or Discrimination. In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to, or discriminate against, any individual or group on the basis of race, sex, color, ethnicity, or national origin.

10.4 Israel Boycott Prohibition. Unless otherwise prohibited by law or court order, by submitting a quote/proposal/bid and/or entering into a contract with the City, Contractor certifies that they are not currently engaged in, and agree for the duration of the contract to not engage in, a boycott of Israel as proscribed in A.R.S. §35-393.

10.5 Forced Labor Prohibition. To the extent applicable under A.R.S. §35-394, Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it 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.

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.

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If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Contract shall terminate unless the Term of this Contract shall end prior to said one hundred eighty (180) day period.

10.6 Federal Laws. Contractor agrees to comply with all applicable federal laws, including but not limited to the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

11. COMPLIANCE WITH CITY REQUIREMENTS

11.1 Advertising. No advertising or publicity concerning the City using Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator and the City Attorney.

11.2 No Donations Allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City of any goods or services during the term of this Contract, unless it has specifically been approved by the City Manager or designee.

11.3 Request for Taxpayer I.D. Number and Certification I.R.S. W-9 Form. Upon request, Contractor will provide the required I.R.S. 2-9 Form, which is available from the I.R.S. website at www.IRS.gov under their forms section.

11.4 Records and Audit Rights. Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this Contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the Contract. The City's authorized representative must be given access, at reasonable times and places, to all of Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

11.5 Background Check. Contractor acknowledges that the City may require a background and/or criminal records check of Contractor, which may include

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fingerprinting. If, in the City's sole discretion, the City determines that Contractor refused to participate in a background or criminal records check, or the City no longer wishes to contract with Contractor due to the results of a background or criminal records check, the City may terminate this Contract effective immediately upon the City's notice to Contractor.

11.6 Contractor On Site Safety Requirements. For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator ("CA"):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

12. MISCELLANEOUS.

12.1 Arizona Law; Venue. This Contract shall be governed and interpreted according to the laws of the State of Arizona, and any cause of action pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

12.2 Attorney Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

12.3 Severability. If any provision of this Contract is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision shall be deemed deleted, the remaining provisions shall not in any way be affected or impaired thereby, and this Contract shall remain in full force and effect.

12.4 Entire Agreement. This Contract constitutes the entire understanding between the Parties and supersedes all previous representations, written or oral, with respect to the subject matter contained herein.

12.5 Amendments. This Contract may not be modified or amended except by written agreement of the Parties, signed by the Purchasing Director or designee and the Contractor's authorized representative.

12.6 Cooperative Use of Contract. This Contract may be extended for use by other municipalities, government agencies and governing bodies, including but not limited to the Arizona Board of Regents, and political subdivisions of the State of Arizona, that has, at the time of request, a cooperative purchasing agreement with the City, or that participates

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in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any usage by other entities must be in accordance with the ordinances, charter, and/or rules and regulations of the respective entity and must be approved by Contractor. Each participating entity that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by other entities.

12.7 Assignment. Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director or designee and Contract Administrator.

12.8 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.9 Authority. Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized to enter into this Contract.

12.10 Successors and Assigns. This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CONTRACTOR

A Mind For Detail, Inc
PO Box 31120
Mesa, AZ 85275

_____
(Authorized Representative Signature)

Scott Stone
(Name)

owner/operations manager
(Title)

CITY OF SCOTTSDALE

_____
Jenn Myers, MPA, CPPO, NIGP, CPP, CPPB
Purchasing Director

REVIEWED BY:

Daniel Alire
_____
Daniel Alire
Contract Administrator

George Woods Jr.
_____
George Woods
Safety & Risk Management Director

APPROVED AS TO FORM:

Lindsay Hampshire
_____
Luis E. Santaella, Interim City Attorney
By: Lindsay Hampshire, Asst. City Attorney

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REVISED (12-30-25) - PRICING PROPOSAL FORM – PAGE 1 of 4	
	FORMAL REQUEST FOR PROPOSAL **CITYWIDE LANDSCAPE LABOR SERVICES** **26RFP026**

The Hourly Rates listed on the pricing proposal form, shall be inclusive and include all pertinent additional fees normally associated with this type of service, and the services as described in the Scope of Work section. The hourly rate reflected is a per hour rate, per man. This rate shall be all inclusive for all other associated charges per the scope of services (excludes rentals).

LOT A – GENERAL LABOR SERVICES

DESCRIPTION	ESTIMATED PER PROJECT HOURS	HOURLY RATE	TOTAL (ESTIMATED HOURS X HOULY RATE)
Landscape Labor Rate (Laborer)	320	$_____	$_____
Landscape Labor Rate (Supervisor)	160	$_____	$_____
GRAND TOTAL FOR LOT A PROJECT (TOTAL FOR LABORER AND SUPERVISOR)			$ No Bid

LOT B – GENERAL IRRIGATION SERVICE

DESCRIPTION	ESTIMATED PER PROJECT HOURS	HOURLY RATE	TOTAL (ESTIMATED HOURS X HOULY RATE)
Landscape Labor Rate (Laborer)	320	$_____	$_____
Landscape Labor Rate (Supervisor)	160	$_____	$_____
GRAND TOTAL FOR LOT B PROJECT (TOTAL FOR LABORER AND SUPERVISOR)			$ NO BID

LOT C – MISCELLANEOUS HERBICIDE WORK

DESCRIPTION	ESTIMATED PER PROJECT HOURS	HOURLY RATE	TOTAL (ESTIMATED HOURS X HOULY RATE)
Landscape Labor Rate (Laborer)	320	$_____	$_____
Landscape Labor Rate (Supervisor)	160	$_____	$_____
GRAND TOTAL FOR LOT C PROJECT (TOTAL FOR LABORER AND SUPERVISOR)			$ No Bid

BlueInk Bundle ID: 9HgFpzYW5Q

Docusign Envelope ID: 93F0FFF1-244B-834D-8061-46617FC9E917

FORMAL REQUEST FOR PROPOSAL

CITYWIDE LANDSCAPE LABOR SERVICES

26RFP026

LOT D – STORM DAMAGE CLEAN UP

DESCRIPTION	ESTIMATED PER PROJECT HOURS	HOURLY RATE	TOTAL (ESTIMATED HOURS X HOULY RATE)
Landscape Labor Rate (Laborer)	320	$	$ /
Landscape Labor Rate (Supervisor)	160	$	$ /
GRAND TOTAL FOR LOT D PROJECT (TOTAL FOR LABORER AND SUPERVISOR)			$ NO BID

LOT E – PRESSURE WASHING

DESCRIPTION	ESTIMATED PER PROJECT HOURS	HOURLY RATE	TOTAL (ESTIMATED HOURS X HOULY RATE)
Landscape Labor Rate (Laborer)	320	$ 150	$ 48,000
Landscape Labor Rate (Supervisor)	160	$ 150	$ 24,000
GRAND TOTAL FOR LOT E PROJECT (TOTAL FOR LABORER AND SUPERVISOR)			$ 72,000

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE: It is estimated this contract will steam clean up to 100,000 square feet of sidewalks and pavers per year. Majority of this work is done twice per week in the vicinity of the downtown mall area and City Hall. It is estimated this contract will pressure wash up to 1,000,000 square feet of parking lots, walkways, buildings, etc. Majority of visits will allow for the Contractor to clean approximately 50,000 sq. ft. per job

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE:

DESCRIPTION	ESTIMATED ANNUAL QUANTITY	COST PER SQUARE FOOT	TOTAL ESTIMATED ANNUAL COST (Sq. Ft estimated quantity X cost)
Steam Cleaning	100,000 square feet	$ .0525	$ 5250
Pressure Washing	1,000,000 square feet	$ .0525	$ 52500
GRAND TOTAL FOR LOT F PROJECT (TOTAL FOR STEAM CLEANING AND PRESSURE WASHING)			$ 57,750

BlueInk Bundle ID: 9HgFpzYW5Q

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REVISED (12-30-25) - PRICING PROPOSAL FORM – PAGE 3 of 4	
	FORMAL REQUEST FOR PROPOSAL CITYWIDE LANDSCAPE LABOR SERVICES 26RFP026

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE:

DESCRIPTION	ESTIMATED ANNUAL QUANTITY	HOURLY RATE	ESTIMATED ANNUAL COST (estimated quantity X rate)
All Inclusive Graffiti Removal	50	$ 175	$ 8750
GRAND TOTAL FOR GRAFFITI REMOVAL			$ 8750

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE:

DESCRIPTION	# OF SITES X # OF VISITS X 52 WEEKS	COST PER LOCATION	ESTIMATED ANNUAL COST (11,232 X Cost per Location)
Bus Stop Maintenance	11,232	$	$ See attached exception
GRAND TOTAL FOR BUS STOP MAINTENANANCE			$

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE:

DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL COST (hourly rate)
Non-Routine Maintenance	$ 150	$ 150 * QTY
GRAND TOTAL FOR NON-ROUTINE MAINTENANCE		$ 150 * QTY

LOT F – PRESSURE WASHING / PREVENTATIVE MAINTENANCE:

DESCRIPTION	ONE-TIME BUS STOP CLEANUP	ESTIMATED ANNUAL COST
City Contingency Fee	$ 85	$ 85 * QTY
GRAND TOTAL FOR CITY CONTINGENCY FEE		$ 85 * QTY

BlueInk Bundle ID: 9HgFpzYW5Q

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FORMAL REQUEST FOR PROPOSAL

CITYWIDE LANDSCAPE LABOR SERVICES

26RFP026

TAXES

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

NO BID ON LOTS A, B, C, D – WE DO NOT DO LANDSCAPING TYPE WORKS

If Applicable, Contractor's License Number and Classification: A2 ROC 251811 ~~258~~ M CR5

COMPANY NAME: A MIND FOR DETAILING

BlueInk Bundle ID: 9HgFpzYW5Q

Docusign Envelope ID: 93F0FFF1-244B-834D-8061-46617FC9E917

A MIND FOR DETAIL
MOBILE POWER WASHING SINCE 1989
ROC 251811•1560 W University Drive, Mesa AZ 85201• 480-834-3434

Tab 5

January 2, 2026

To: Scottsdale Procurement, Eve Vanda

Re: A Mind for Detail Inc pricing sheet addition

Pg 3 of 4 Lot F **Preventative Maintenance** (trash, litter & graffiti removal)
11232 locations (# of sites*# of visits*52 weeks) $9.00 per visit =$101,088 annual cost

Pg3 of 4 Lot F **Power washing** bus stops

1. 108 estimated (once per month at shelters only (no other locations) $12.50 * once per month = $16,200 annual
2. 178 estimated (includes locations with shelters, and 70 can only locations) $12.50 * once per month = $26,700

Pg 3 of 4 Lot F **Transit Centers and Park and rides**, Thunderbird, Mustang, Skysong

1. 3 locations maintenance *2 (done twice per week)*52 weeks = 312. 312*$125=$39,000
2. 3 locations power washed once per month 3*12=36 power washes 36*$250=$9000

Scenarios

1. Bus stop cleaning, annual maintenance + power washing shelters only $101,088+$16,200= $117,288.
2. Bus stop cleaning annual maintenance + Power washing all locations $101,088+26,700=$127,788
3. Transit Maintenance $39,000
4. Transit Power washing $9,000

Annualized All locations **$127,788+$39,000+$9000=$175,788**

,

Sincerely,
Cheryl Stone, President
A Mind for Detail, Inc

BlueInk Bundle ID: 9HgFpzYW5Q

AGENDA ITEM: 31.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Aliudeen Khan Abrahim, Deputy Director Transportation
DEPARTMENT: Transportation

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO.1 TO THE AGREEMENT WITH L&S TRANSPORTATION, LLC, FOR THE TAXI VOUCHER PROGRAM
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment 1 for an agreement with L&S Transportation, LLC, for the Taxi Voucher Program (C21-0380). This amendment increases compensation by $60,000 for a total not to exceed amount of $600,000, over the entire term of the agreement. All other terms of the agreement remain unchanged.

Background

The Taxi Voucher Program was established in 2005 to provide an alternative transportation option for eligible Glendale residents who require the need to receive repetitive medical treatments such as dialysis or chemotherapy. The program provides a 75 percent subsidy toward the fare for an eligible taxi trip and caps the trip cost to the City at $15. The resident is responsible for the remaining 25 percent of the trip cost and any costs above and beyond the City's $15 portion.

Analysis

The goal of this program is to partially subsidize transportation costs for qualified City of Glendale residents who need to travel to recurring medical appointments within the City of Glendale. Service is provided for direct travel between the participant's personal residence and the location(s) of the repetitive medical appointments. Repetitive medical appointments may include, but are not limited to, dialysis, chemotherapy, and physical rehabilitation.

Previous Related Council Action

On May 11, 2021, Council awarded RFP 21-19 and authorized the City Manager to enter into an agreement with L&S Transportation, LLC to administer and operate the Taxi Voucher Program in Glendale.

Community Benefit/Public Involvement

The Taxi Voucher Program provides an additional transportation option for Glendale residents in need of ongoing, repetitive medical treatments.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$60,000
Budgeted Y/N?:	Y
Account:	20702927-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the FY2026-27 Transportation Operating budget. Expenditures are not to exceed $60,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Amendment No. 1 to Agreement

How was the item procured: Other

Explanation: Amendment

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 1

Taxi Voucher Program
(RFP 21-19, Contract No. C21-0380)

This Amendment No. 1 ("Amendment") to the Services Agreement for Taxi Voucher Program ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and L&S Transportation, an Arizona limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and L&S Transportation LLC ("Contractor") previously entered into a Services Agreement for Taxi Voucher Program, Contract No. C21-0380, dated May 11, 2021 ("Agreement"); and

B. The Agreement had an initial two-year term beginning from May 11, 2021 through May 10, 2023, and provided the option to extend for an additional three years renewable on an annual basis; and

C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from May 11, 2023 through May 10, 2024; and

D City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from May 11, 2024 through May 10, 2025; and

E. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from May 11, 2025 through May 10, 2026; and

F. City and Contractor previously entered into Contract Extension No. 4, extending the term of the Agreement for six (6) months from May 11, 2026 through November 10, 2026, to allow for the City to complete its procurement process; and

G. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire on November 10, 2026.

3. **Scope of Work.** The scope of work remians unchanged.

4. **Compensation.** The compensation for this Agreement shall be increased by $60,000 for a new not to exceed amount of $600,000 for the entire term of the Agreement.

5. **Insurance Certificate**. Current certificate will expire on May 15, 2027 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

6. **Non-discrimination.** 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.

7. **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.

8. **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.

9. **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.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

L&S Transportation LLC
an Arizona limited liability company

By: Larkin Simmons
Its: General Manager

AGENDA ITEM: 32.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AWARD OF INVITATION FOR BID 26-40 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FERGUSON ENTERPRISES, LLC FOR METAL CASTING SERVICES
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award Invitation for Bid (IFB) 26-40 and to authorize the City Manager to enter into an Agreement with Ferguson Enterprises, LLC (Ferguson) for metal casting services for an initial term of one (1) year, and at the City Manager's discretion, extend the agreement for an additional four (4) years, renewable on an annual basis in an amount not to exceed $500,000 over the entire term of the agreement.

Background

The Water Services Department manages a vast network of wastewater and stormwater systems, maintaining over 728 miles of sewer piping and more than 175 miles of stormwater piping in the City. These pipes are accessed through over 14,500 sewer manholes and 1,700 stormwater manholes. Over time, these assets can deteriorate due to environmental conditions and need to be replaced to maintain operations. Custom metal castings for these manhole lids and frames help ensure that city-owned assets are clearly identified and provide a reliable supply when needed.

This agreement is for the purchase of custom metal castings, including valve covers, manhole covers, and other cast iron covers and frames on an as-needed basis. The Water Services Materials Control Warehouse will manage the purchase, inventory, and distribution of these supplies as required.

Analysis

The City's Procurement Division and Water Services Department developed the solicitation requirements for metal casting services. IFB 26-40 was published on April 22, 2026, and one (1) firm provided a bid. The City's Procurement Division reviewed the responses and determined Ferguson Enterprises is the low bidder and is qualified in all respects to the material requirements and criteria outlined in the IFB. No protests were received in response to the Notice of Intent to Award issued on May 13, 2026.

Previous Related Council Action

On April 27, 2021, City Council awarded IFB 21-27 and authorized the City Manager to enter into an Agreement with Neenah Foundry, Co. for metal casting services.

On November 10, 2015, Council awarded IFB 16-05 and authorized the City Manager to enter into an agreement with Neenah Foundry Co, Dana Kepner Company, Inc., and Grate Solutions Company, Inc. for Foundry-Metal Casting Services.

Community Benefit/Public Involvement

Maintaining an adequate inventory of custom sewer and stormwater equipment is essential to support efficient operations and the continued delivery of safe, reliable wastewater services to Glendale residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$100,000
Budgeted Y/N?:	Y
Account:	6020-114400
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Budget appropriation is available in FY2026-27 Water Services Department Operating Budget. Expenditures are not to exceed $500,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective:	Improve Asset Management
Tier 2 Objective:	Maintaining an adequate inventory of custom sewer and stormwater equipment is essential to support efficient operations and the continued delivery of safe, reliable wastewater services to Glendale residents and businesses.

SERVICES AGREEMENT
(Not Construction Related)
City of Glendale Solicitation No. IFB 26-40

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ferguson Enterprises, LLC, a Virginia limitied liability compnay, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 2026 ("Effective Date").

RECITALS

A. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A** and in Solicitation No. IFB 26-40, Project Scope of Work ("Scope" or "SOW");

C. Contractor desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Contractors and Subcontractors.

1.1 Services. Contractor will provide all Services necessary to assure the SOW is completed timely and efficiently consistent the requirements of IFB 26-40, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the SOW is completed timely and efficiently in accordance with IFB 26-40.

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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Contractor nor any Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

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

3.4 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Contractor grants to City 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 will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for completing all work and tasks under the SOW and providing all Services required by the IFB, including those furnished by its Subcontractors or Subcontractors will not exceed $500,000.00 as specifically detailed in **Exhibit B** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the 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.

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 Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Contractor will be equitably compensated for 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 Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provisions of Sec. 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 more than $2,000,000 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 contractor of any other party to this Agreement.

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

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 $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 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 $2,000,000 per accident for Contractor and $2,000,000 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 Subcontractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Subcontractor if City is satisfied the amounts required are not commercially available to the Subcontractor and the insurance the Subcontractor does have is appropriate for the Subcontractor's work under this Agreement.

c. Contractor and Subcontractors 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 Subconsultant or Subcontractor 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 will 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.

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

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an

endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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

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

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its 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 Contractor and Subcontractor shall cooperate with the City's random inspections, including granting the City 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 "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

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:

Ferguson Enterprises, LLC
c/o Leslie Goldschmidt
Operations Manager
1324 S. 3rd St., Ste. 140
Phoenix, AZ 85004
leslie.goldschmidt@ferguson.com

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

City of Glendale
c/o Shoalynn Gilliland
5850 W. Glendale Ave.
Glendale, Arizona 85301
(623) 930-2863

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

15. Term.

15.1 Initial Term and 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 extension. There are no automatic extensions or renewals of this Agreement.

15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided

under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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

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

Exhibit A	Scope of Work
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

Ferguson Enterprises, LLC,
a Virigina limited liability company

Leslie K Goldschmidt

By: Leslie Goldschmidt
Its: Operations Manager

EXHIBIT A
Services Agreement

SCOPE OF WORK

Contractor will manufacture custom metal castings (e.g., valve covers, manhole covers, and other cast iron covers and frames) consistent with City-provided specifications and on an as-needed basis as solicited in IFB 26-40. The Solicitation for IFB 26-40 and the Contractor's Response Book are attached and incorporated by reference and form an integral part of this Scope of Work.

1. INTRODUCTION

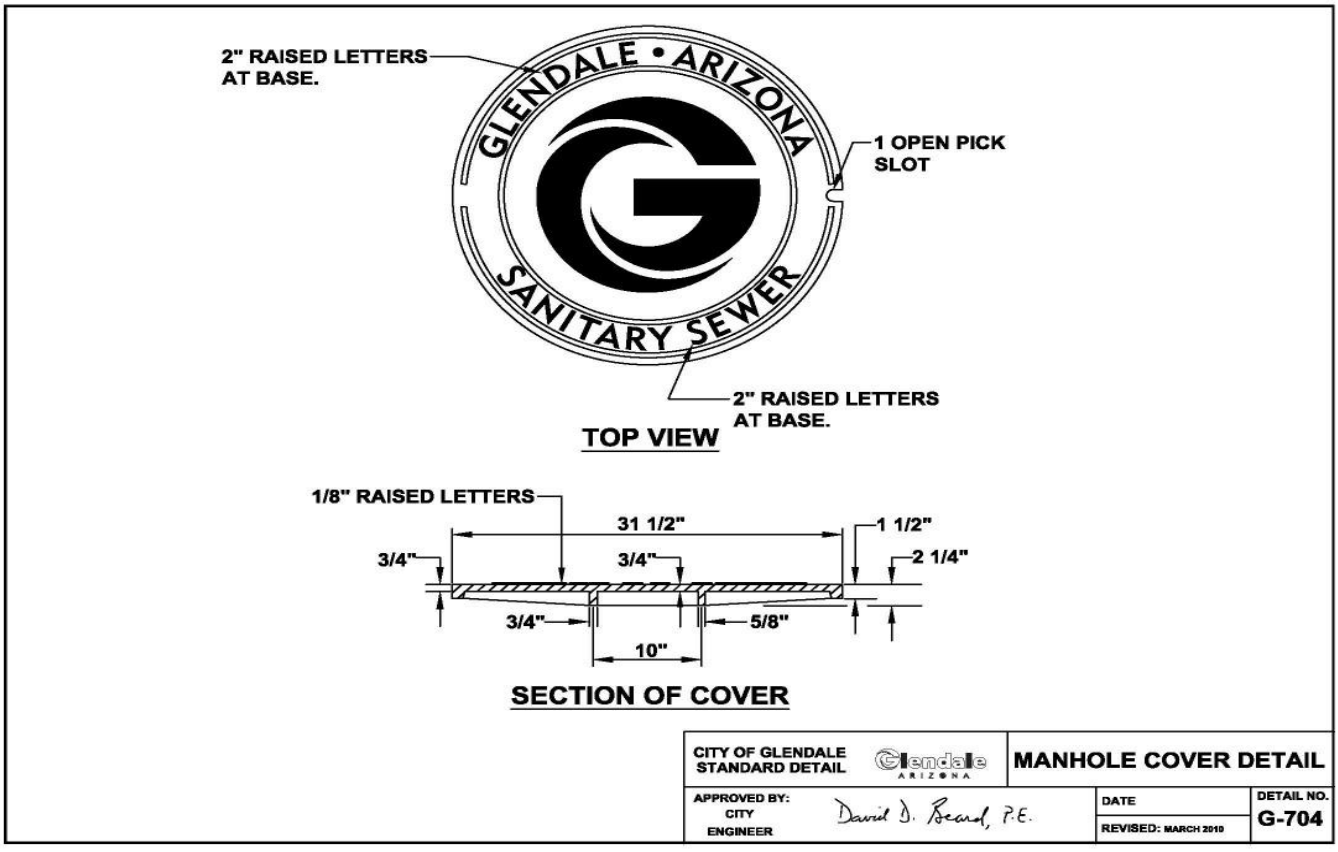
The City of Glendale, Arizona (City), is requesting bids from qualified vendors for foundry services to manufacture custom metal castings on an as-needed basis. Casting products include, but are not limited to, valve covers, manhole products, cast iron covers and frames that may be used for City utilities.

2. GENERAL SPECIFICATIONS

Throughout the term of this contract, the City reserves the right to add and remove items, make changes to the specifications, and/or adjust quantities to best serve the needs of the City.

2.1 The brand names, manufacturer's name or product numbers stated within this solicitation are used for the purposes of designating the standard of quality, performance and characteristics.

2.2. Manhole Cover: G-704 - All covers shall be labeled with the City of Glendale Sanitary Sewer, Storm Water, or Water as depicted in the following diagram:



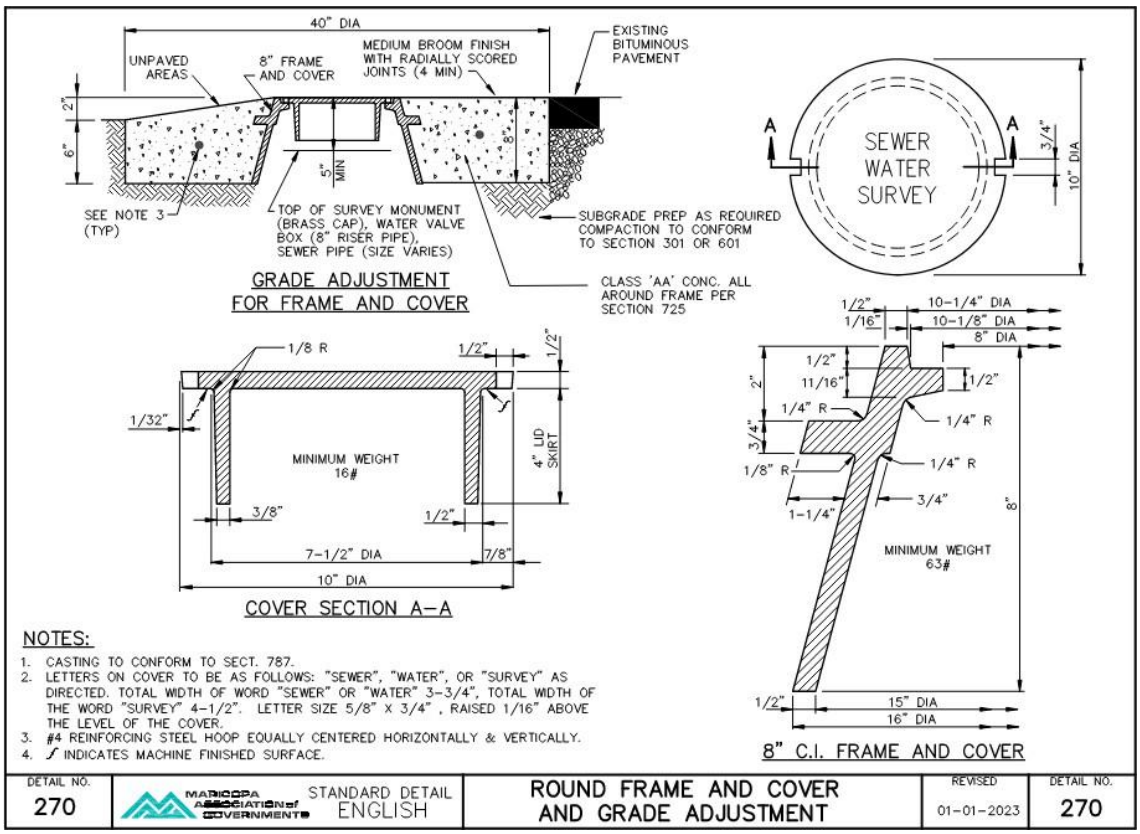
This diagram can be found on the City of Glendale Engineering Website page at **https://www.glendaleaz.gov/files/assets/city/v/1/engineering/documents/design-standards/g-704-manhole-oct-2020.pdf.**

2.3 Branding Standard – The winning bidder shall coordinate all artwork and lettering designs with the City of Glendale Public Affairs Department, Creative Services Program Manager at 623-930-2952.

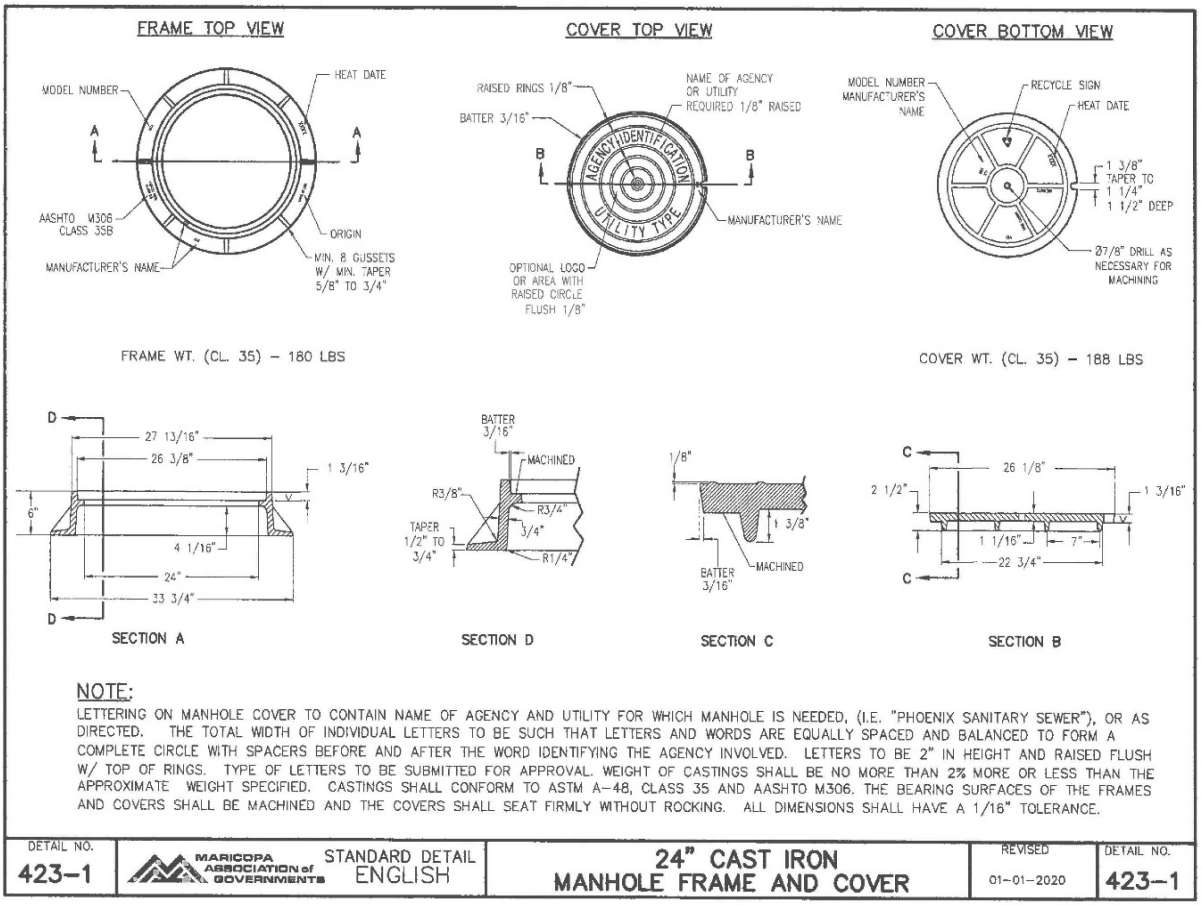
3. SPECIFICATION DRAWINGS

Unless otherwise specified the following specification, drawings and specifications follow the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction 2025 Edition, under "Programs"
https://www.azmag.gov/Programs/Public-Works/Specifications-and-Details

3.1 MGA Detail No. 270 – Round Frame and Cover (and grade adjustments)



3.2 MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover

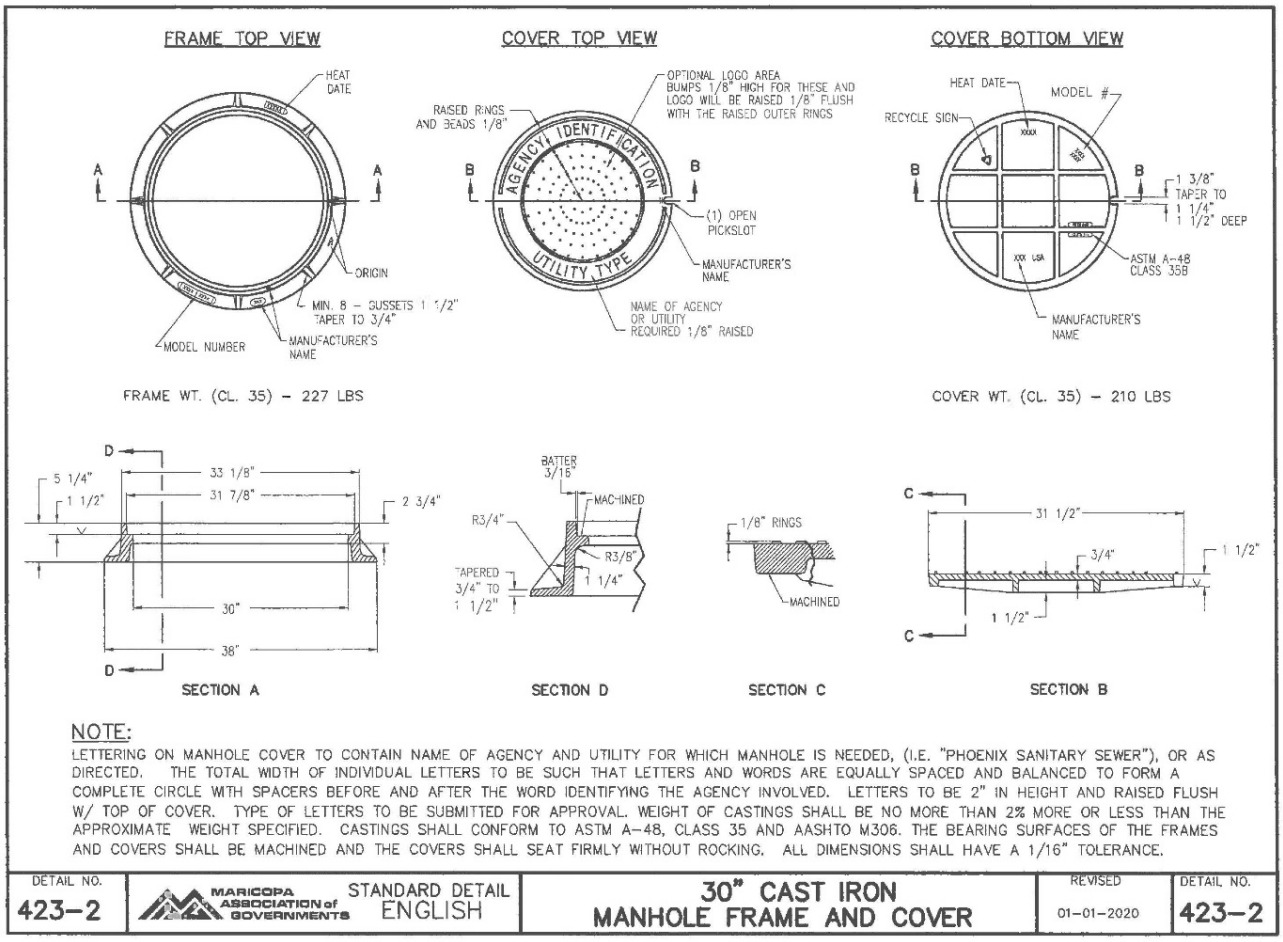


NOTE:

LETTERING ON MANHOLE COVER TO CONTAIN NAME OF AGENCY AND UTILITY FOR WHICH MANHOLE IS NEEDED, (I.E. "PHOENIX SANITARY SEWER"), OR AS DIRECTED. THE TOTAL WIDTH OF INDIVIDUAL LETTERS TO BE SUCH THAT LETTERS AND WORDS ARE EQUALLY SPACED AND BALANCED TO FORM A COMPLETE CIRCLE WITH SPACERS BEFORE AND AFTER THE WORD IDENTIFYING THE AGENCY INVOLVED. LETTERS TO BE 2" IN HEIGHT AND RAISED FLUSH W/ TOP OF RINGS. TYPE OF LETTERS TO BE SUBMITTED FOR APPROVAL. WEIGHT OF CASTINGS SHALL BE NO MORE THAN 2% MORE OR LESS THAN THE APPROXIMATE WEIGHT SPECIFIED. CASTINGS SHALL CONFORM TO ASTM A-48, CLASS 35 AND AASHTO M306. THE BEARING SURFACES OF THE FRAMES AND COVERS SHALL BE MACHINED AND THE COVERS SHALL SEAT FIRMLY WITHOUT ROCKING. ALL DIMENSIONS SHALL HAVE A 1/16" TOLERANCE.

DETAIL NO.			REVISED	DETAIL NO.
423-1	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	24" CAST IRON MANHOLE FRAME AND COVER	01-01-2020	423-1

3.3 MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover



NOTE:

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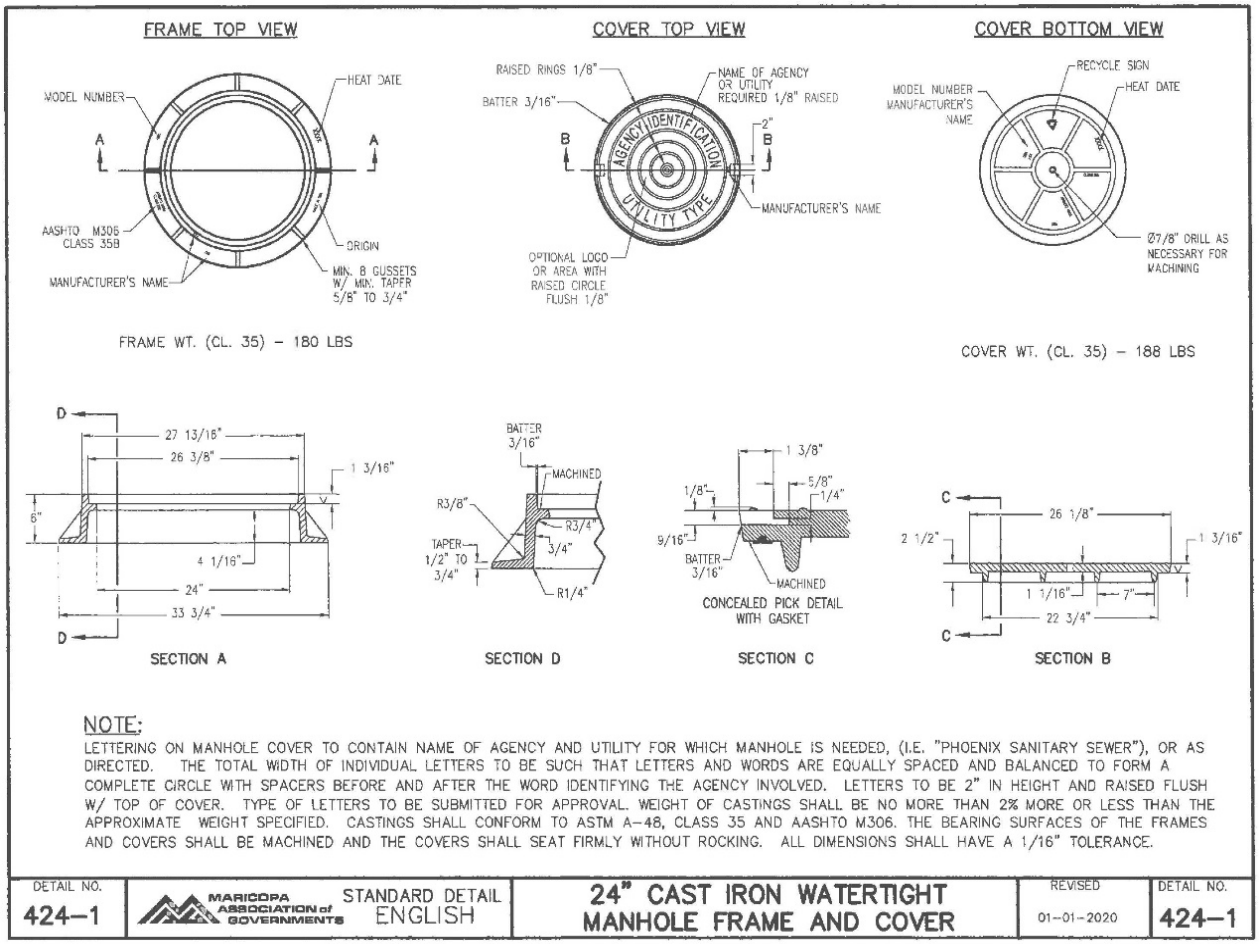
DETAIL NO.			REVISED	DETAIL NO.
423-2	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	30" CAST IRON MANHOLE FRAME AND COVER	01-01-2020	423-2

3.4 MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover

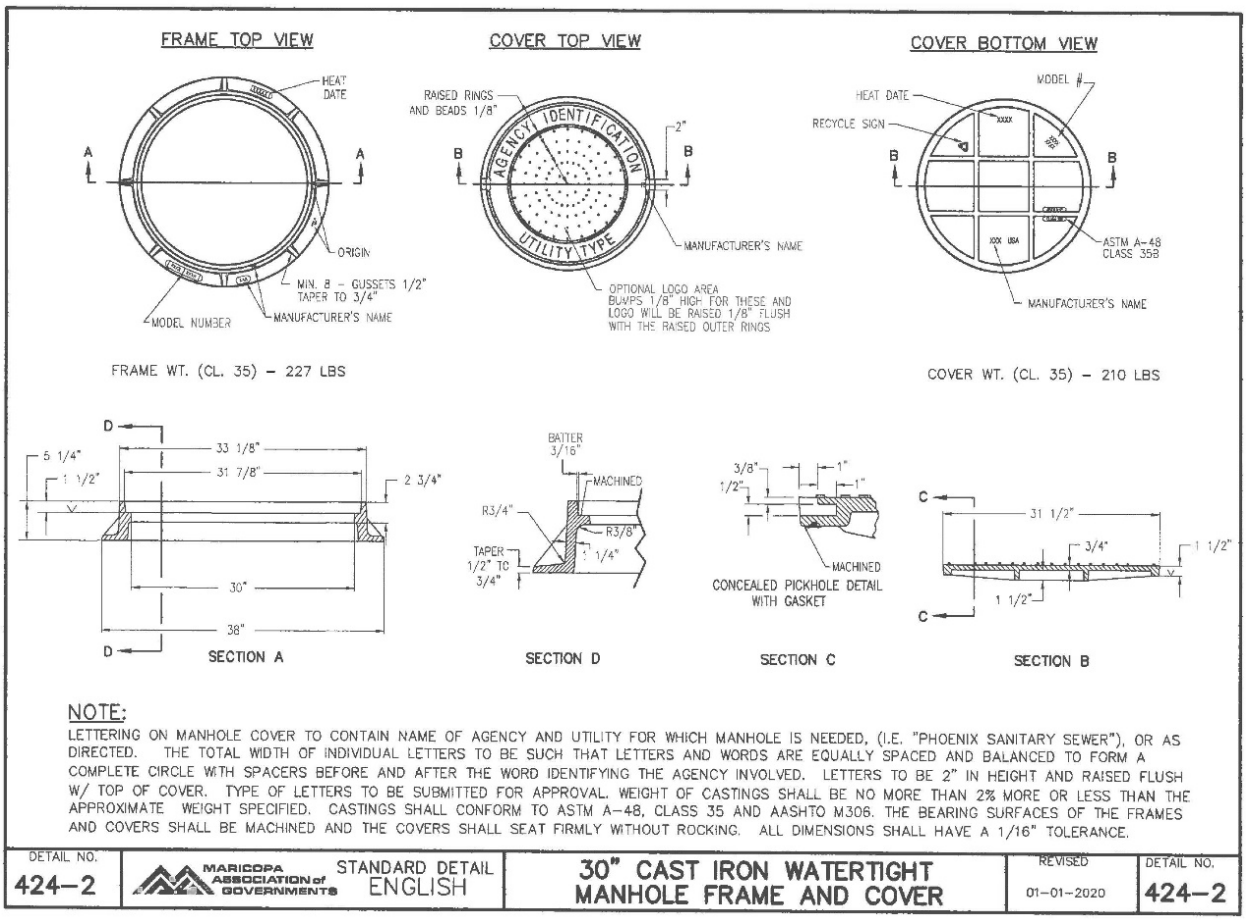


NOTE:

LETTERING ON MANHOLE COVER TO CONTAIN NAME OF AGENCY AND UTILITY FOR WHICH MANHOLE IS NEEDED, (I.E. "PHOENIX SANITARY SEWER"), OR AS DIRECTED. THE TOTAL WIDTH OF INDIVIDUAL LETTERS TO BE SUCH THAT LETTERS AND WORDS ARE EQUALLY SPACED AND BALANCED TO FORM A COMPLETE CIRCLE WITH SPACERS BEFORE AND AFTER THE WORD IDENTIFYING THE AGENCY INVOLVED. LETTERS TO BE 2" IN HEIGHT AND RAISED FLUSH W/ TOP OF COVER. TYPE OF LETTERS TO BE SUBMITTED FOR APPROVAL. WEIGHT OF CASTINGS SHALL BE NO MORE THAN 2% MORE OR LESS THAN THE APPROXIMATE WEIGHT SPECIFIED. CASTINGS SHALL CONFORM TO ASTM A-48, CLASS 35 AND AASHTO M306. THE BEARING SURFACES OF THE FRAMES AND COVERS SHALL BE MACHINED AND THE COVERS SHALL SEAT FIRMLY WITHOUT ROCKING. ALL DIMENSIONS SHALL HAVE A 1/16" TOLERANCE.

DETAIL NO.			REVISED	DETAIL NO.
424–1	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	24" CAST IRON WATERTIGHT MANHOLE FRAME AND COVER	01–01–2020	424–1

3.5 MAG Detail No.424-2 30" Cast Iron Watertight Manhole Frame and Cover

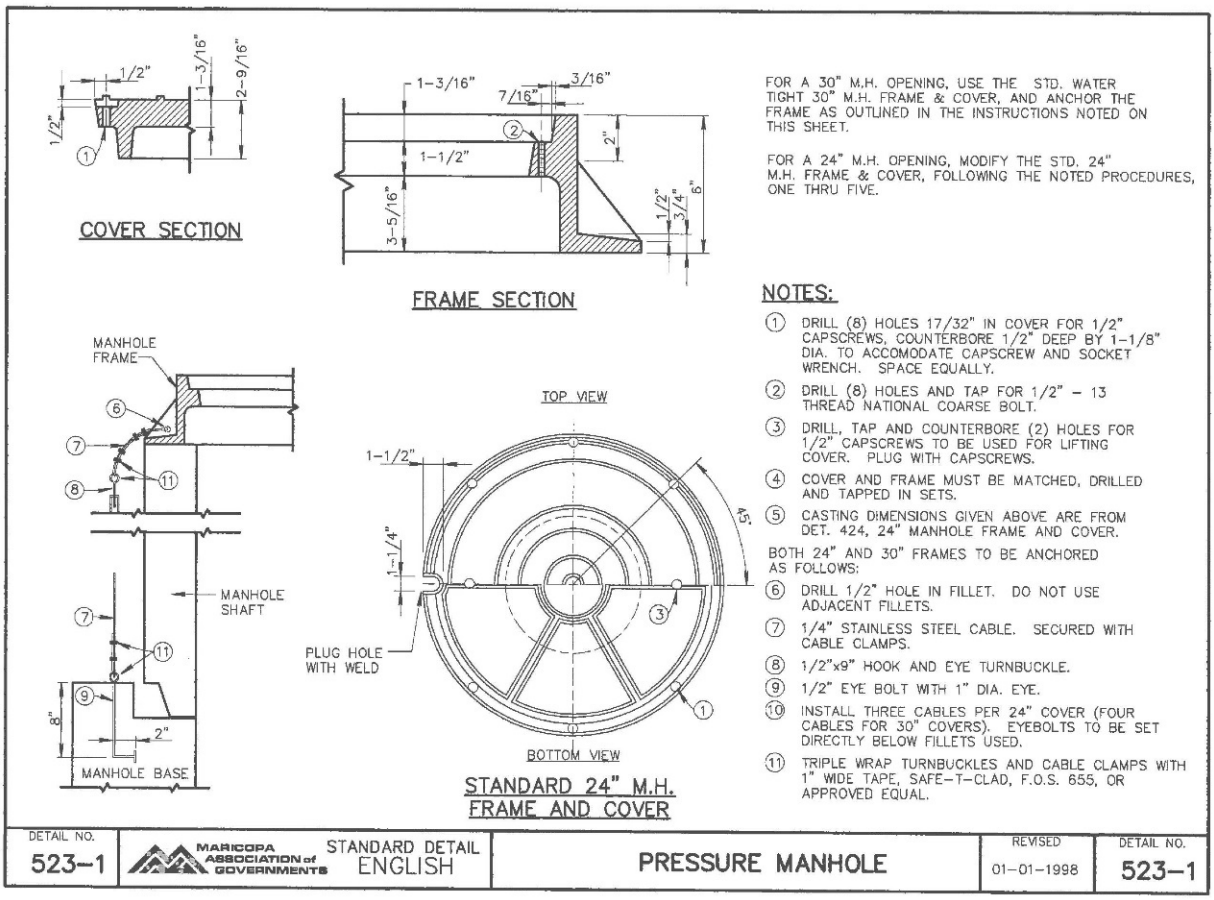


NOTE:

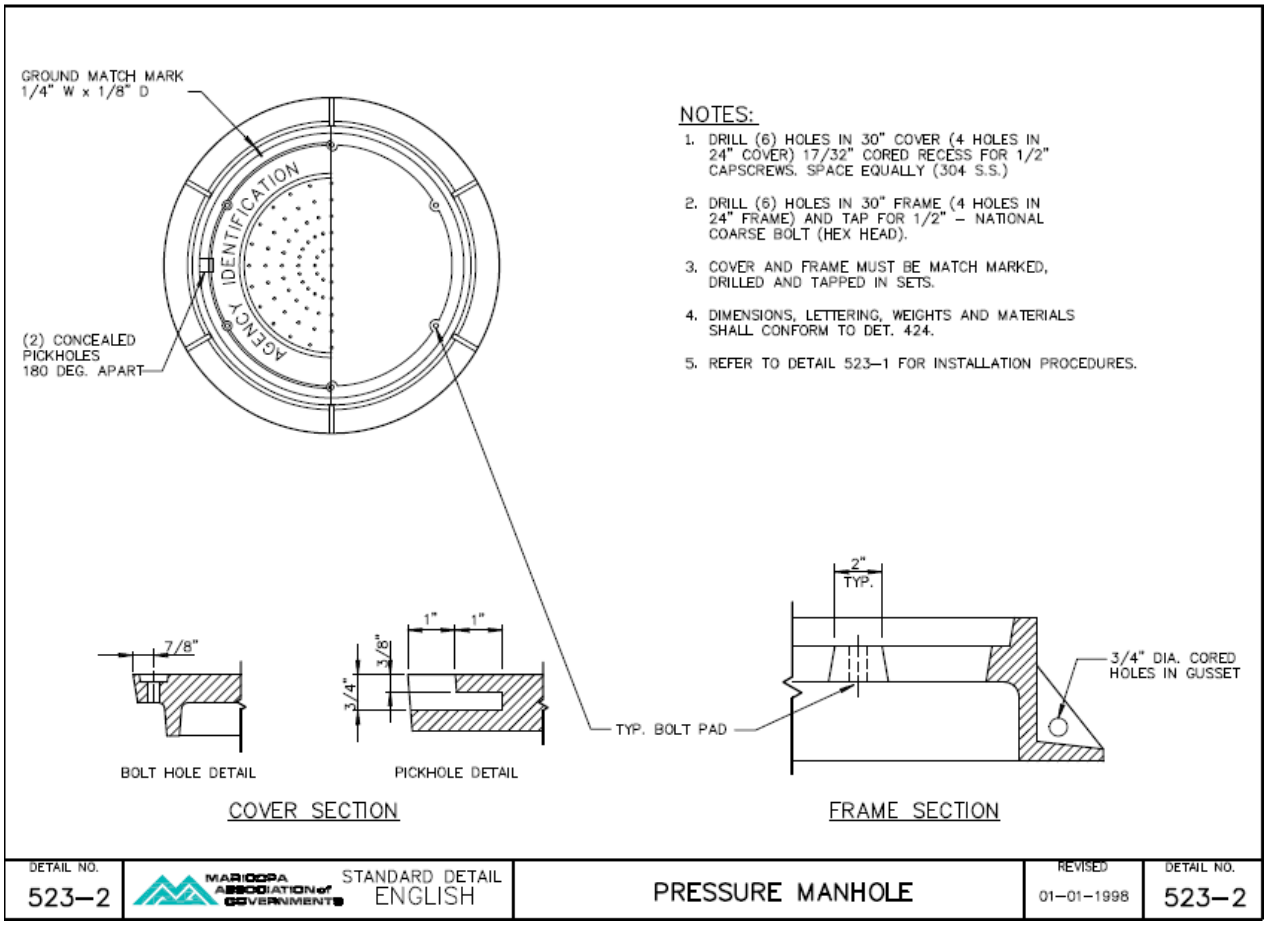
LETTERING ON MANHOLE COVER TO CONTAIN NAME OF AGENCY AND UTILITY FOR WHICH MANHOLE IS NEEDED, (I.E. "PHOENIX SANITARY SEWER"), OR AS DIRECTED. THE TOTAL WIDTH OF INDIVIDUAL LETTERS TO BE SUCH THAT LETTERS AND WORDS ARE EQUALLY SPACED AND BALANCED TO FORM A COMPLETE CIRCLE WITH SPACERS BEFORE AND AFTER THE WORD IDENTIFYING THE AGENCY INVOLVED. LETTERS TO BE 2" IN HEIGHT AND RAISED FLUSH W/ TOP OF COVER. TYPE OF LETTERS TO BE SUBMITTED FOR APPROVAL. WEIGHT OF CASTINGS SHALL BE NO MORE THAN 2% MORE OR LESS THAN THE APPROXIMATE WEIGHT SPECIFIED. CASTINGS SHALL CONFORM TO ASTM A-48, CLASS 35 AND AASHTO M306. THE BEARING SURFACES OF THE FRAMES AND COVERS SHALL BE MACHINED AND THE COVERS SHALL SEAT FIRMLY WITHOUT ROCKING. ALL DIMENSIONS SHALL HAVE A 1/16" TOLERANCE.

DETAIL NO.			REVISED	DETAIL NO.
424–2	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	30" CAST IRON WATERTIGHT MANHOLE FRAME AND COVER	01–01–2020	424–2

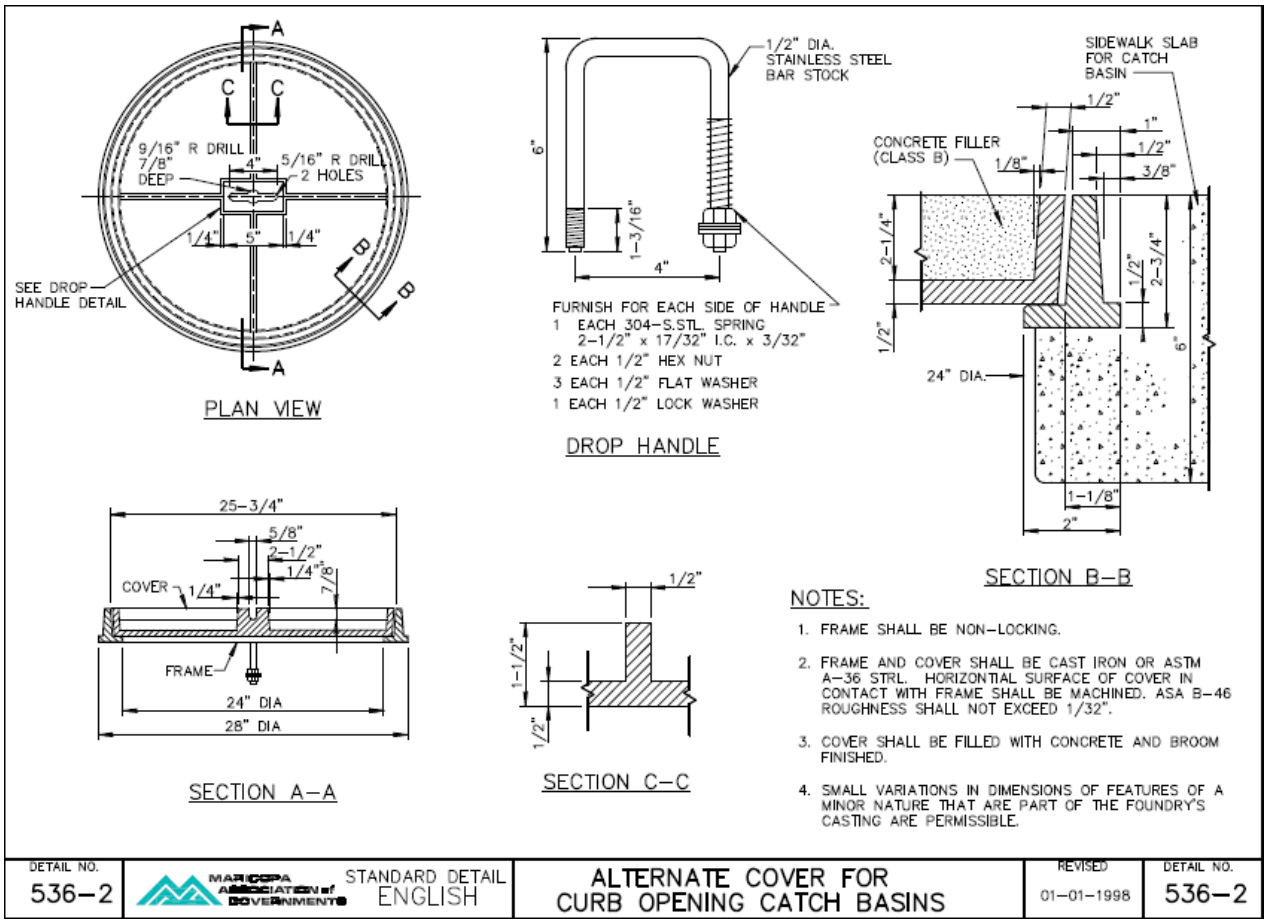
3.6 MAG Detail No. 523-1 Pressure Manhole 24" & 30"



3.7 MAG Detail No. 523-2 Pressure Manhole 24" & 30"



3.8 Alternate Cover for Curb Opening Catch Basins



4. QUANTITIES

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.

5. BRAND NAME OR EQUIVALENT

There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications

6. DELIVERY

- Delivery Time: 6:00 am – 2:30 pm
- All deliveries shall be FOB Destination: 6429 W Orangewood Ave., Building N
- Product must be delivered on standard, sound pallets (48”x40”)

7. OTHER REQUIREMENTS

A. Term: The term of the resultant contract shall be for a one (1) year initial term.

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

EXHIBIT 1: SPECIAL NOTICES

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

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

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

   Please see Guide to Register as a new vendor, if needed:
   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.

2. PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

   a PRICING WORKBOOK
   b. ADDENDUM, Return all addenda (if applicable).

3. NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS

   The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Offerors submitting a Bid with any member of the City Council, IFB 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 IFB process.

   From the time the IFB 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 IFB. 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 Bidder to be found in violation and to be rejected.

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

   Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.
   For purposes of this provision, the following definitions apply:
   "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
   "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. QUESTIONS AND INQUIRIES Any question related to the Invitation to Bid shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions must be submitted in writing via email by 2:00 PM Local Arizona Time on or before the date shown on Page 1 of this document. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. 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.

6. 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 bidder 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. 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 subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

8. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course

of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

9. 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 Subcontractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

10. 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.

11. 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.

12. 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.

13. 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.

14. OFFICIAL TIME CLOCK The official time clock used is the time stamp of the online submission.

15. DEFINITIONS For purposes of this Invitation to Bid and Resultant contract, the following definitions apply:

a. "City" means the municipal corporation of the City of Glendale, Arizona

b. "Contract" means the agreement for the procurement of goods, services and work.

c. "Contractor" means an Offeror responding to a Invitation to Bid who has been awarded a Contract with the City.

d. "Invitation for Bid" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.

e. "Offer" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

f. "Offeror" means the business, entity or person who submits an Offer in response to a competitive solicitation.

g. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

h. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

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

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

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

3. ARIZONA CORPORATION COMMISSION (ACC) As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.

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

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

6. OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initialed and dated by the individual signing the offer. No corrections will be permitted after the offers have been opened.

7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

8. RESTRICTIVE OFFER PROVISIONS If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

9. DEFAULT In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/ or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. TERMINATION FOR CONVENIENCE The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not

saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

11. SUBCONTRACTING The contract or any portion thereof, shall not be subcontracted 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 subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract 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. Subcontractors will be dealt with as workmen and representatives of the contractor.

12. SAFETY DATA SHEETS (SDS). Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.

13. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

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

15. RESPONSIBILITY FOR CORRECTION It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within

thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

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

17. REJECTION OF OFFERS The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

18. DELAY IN EXERCISING CONTRACT REMEDY Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

19. 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.

20. 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.

21. PRICE ADJUSTMENTS Price adjustments shall be addressed a minimum of ninety (90) 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.

22. 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.

23. NOTICE OF INTENT TO AWARD 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. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this ifb are public records available to any party interested in reviewing them.

24. FILING A PROTEST Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:

- Be submitted in writing to the Finance Director no later than:
    - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
    - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

25. REMEDIES City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

26. ASSIGNMENT Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

27. ADDENDA Any change to the solicitation will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the solicitation. 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 solicitation. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

28. SPECIAL ACCOMMODATIONS Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

29. OFFER IDENTIFICATION The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

30. OFFER TABULATION An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the solicitation title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.

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

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

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

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

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

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

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and

must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

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

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

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

39. COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

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

41. IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance

with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

42. CONTRACT ADMINISTRATOR The staff member identified as the Contract Administrator for a solicitation serves as the liaison between 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

43. FORCE MAJEURE

   a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

   b. Force majeure shall not include the following circumstances:

      i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

      ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

      iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

   a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

44.1 Suspension and debarment policy (Sec.2-152. Code)

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- Debarment may last up to three (3) years.
- Suspension may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
  - Criminal offenses related to contract procurement or performance.
  - Violations of state or federal laws affecting business integrity.
  - Breach of contract or failure to perform.
  - Legal proceedings or investigations impacting responsibility as a contractor.
  - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per Sec. 2-145(e), Code. For full details, refer to Sec. 2-152 of the City Code.

EXHIBIT 3: INSURANCE REQUIREMENTS

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

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

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

i) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	$4,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$2,000,000

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

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

ii) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) $2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and

volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

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

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

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

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

EXHIBIT B
Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 4 of this Agreement. The amount of compensation and unit price charged by the Contractor is provided in the Contractor's IFB 26-40 Bid Pricing Workbook, which is attached to Exhibit A (the SOW) and incorporated herein by reference.

NOT-TO-EXCEED AMOUNT

The total amount of compensation that may be paid to Contractor for full completion of all work required to complete the SOW and meet the requirements of IFB 26-40 during the entire term of the Agreement must not exceed $500,000. Nothing in the IFB or this Agreement guarantees any minimum or maximum amount of Compensation to be paid to Contractor for the work performed under this Agreement.

DETAILED PROJECT COMPENSATION

Per attached IFB 26-40 Bid Pricing Workbook.

Glendale ARIZONA	City of Glendale Solicitation Number: IFB 26-40/42600049 METAL CASTING SERVICES **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302

1. PRICING WORKBOOK

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.** The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment to any quantity is made during this contract.

Item Number	Description	Estimated Annual Quantities	Warranty Period	Catalog Number	Unit Price	Estimated Annual Price
1.	MAG Detail 270 Frame and Cover (grade adjustments) labeled **City of Glendale Water**	5	1 Year	IVBD198F RM + IVBD198W	$193.80	$969
2	MAG Detail 270 Frame and Cover (grade adjustments) labeled **City of Glendale Storm Water**	10	1 Year	IVBD198F RM + IVBD198W	$193.80	$1938
3	MAG Detail 270 Frame and Cover (grade adjustments) labeled **City of Glendale Sanitary Sewer**	35	1 Year	IVBD198F RM + IVBD198S	$193.80	$6783
4	MAG Detail 423-1 24-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Water**	5	5 Year	DF-1295	$474.22	$2371.12
5	MAG Detail 423-1 24-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Sanitary Sewer**	100	5 Year	DF-1295	$484.20	$11855.60

Glendale ARIZONA	City of Glendale Solicitation Number: IFB 26-40/42600049 METAL CASTING SERVICES **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302

Item Number	Description	Estimated Annual Quantities	Warranty Period	Catalog Number	Unit Price	Estimated Annual Price
6	MAG Detail 423-1 24-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Storm Water**	25	5 Year	DF-1295	$474.22	$11855.60
7	MAG Detail 432-2 30-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Water**	5	5 Year	DF-1296	$667.02	$3335.08
8	MAG Detail 432-2 30-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Sanitary Sewer**	100	5 Year	DF-1296	$667.02	$66701.60
9	MAG Detail 432-2 30-inch Cast Iron Manhole Frame and Cover labeled **City of Glendale Storm Water**	20	5 Year	DF-1296	$667.02	$13340.32
10	MAG Detail No. 424-1 24-inch Cast Iron Watertight Manhole Frame & Cover labeled **City of Glendale Sanitary Sewer**	15	5 Year	DF-1295	$496.38	$7445.76
11	MAG Detail No. 424-2 30-inch Cast Iron Watertight Manhole Frame & Cover labeled **City of Glendale Sanitary Sewer**	15	5 Year	DF-1296	$729.06	$10935.96
12	MAG Detail No. 424-1 24-inch Cast Iron Watertight Manhole Frame & Cover labeled **City of Glendale Storm Water**	5	5 Year	DF-1295	$495.28	$2476.38

13	MAG Detail No. 424-2 30-inch Cast Iron Watertight Manhole Frame & Cover labeled **City of Glendale Storm Water**	5	5 Year	DF-1296	$635.99	$2476.38
14	MAG Detail No. 523-1 & 523-2 Pressure Manhole 24-inch **City of Glendale Water**	2	5 Year	DF-1295 + DF-1295-M	$665.91	$1331.82
15	MAG Detail No. 523-1 & 523-2 Pressure Manhole 30-inch **City of Glendale Water**	2	5 Year	DF-1296 + DF-1296-M	$746.79	$1493.58
16	MAG Detail No. 523-1 & 523-2 Pressure Manhole 24-inch **City of Glendale Storm Water**	2	5 Year	DF-1295 + DF1295-M	$665.91	$1331.82
17	MAG Detail No. 523-1 & 523-2 Pressure Manhole 30-inch **City of Glendale Storm Water**	2	5 Year	DF-1296 + DF-1296-M	$803.30	$1606.60
18	MAG Detail No. 523-1 & 523-2 Pressure Manhole 24-inch **City of Glendale Sanitary Sewer**	2	5 Year	DF-1295 + DF-1295-M	$665.91	$1331.82
19	MAG Detail No. 523-1 & 523-2 Pressure Manhole 30-inch **City of Glendale Sanitary Sewer**	2	5 Year	DF-1296 + DF-1296-M	$803.30	$1606.60

20	MAG Detail No. 536-2 Alternate Cover For Curb Opening Catch Basins 24-inch **City of Glendale Storm Water**	5	5 Year	DF-1722	$565.08	$2825.40
21	MAG Detail No. 536-2 Alternate Cover For Curb Opening Catch Basins 30-inch **City of Glendale Storm Water**	5	5 Year	DF-1722	$565.08	$2825.40

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

Comply: YES _____ NO X

If your answer is NO, please state terms offered: 0%

3. **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.

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

OFFEROR NAME: Ferguson Enterprises, LLC

AGENDA ITEM: 33.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Michelle Yates, Deputy Director
DEPARTMENT: Community Services

Subject

RESOLUTION NO. R26-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE (MOU) FOR WORKFORCE DEVELOPMENT SERVICES.
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager and City Clerk to execute an Intergovernmental Agreement between the City of Glendale and Maricopa County, administered by its Human Services Department, for workforce development services for a term beginning July 1, 2026, through June 30, 2027, in an amount not to exceed $56,000.

Background

The City offers a range of human services designed to improve the quality of life for residents, particularly those with low- and moderate-income. Services currently provided by the Community Services Department include short- and long-term rental and utility assistance, case management, home repairs for low- and moderate-income homeowners, and the administration of federal grant funding to nonprofit organizations that support vulnerable populations, including individuals experiencing homelessness. To further expand these services, the City seeks to continue its partnership with Maricopa County through a shared-cost agreement to access Workforce Development Program services. Increased resident access to these services will enhance economic opportunities and support long-term financial self-sufficiency.

Analysis

Adoption of this Intergovernmental Agreement will continue the City's partnership with Maricopa County's Workforce Development Program, designed to assist residents with job searches, career exploration, skill development, and connecting jobseekers to local employment opportunities. The program will also enable the City to engage more effectively with the business community, fostering a better understanding of workforce needs and aligning program objectives to address those needs. Since the launch of the pilot program in July 2025, the City has worked collaboratively to host eight job fairs, attracting 1,142 participants and 123 business partners. Additionally, there have been 502 public

engagements at the System of Care. These valuable services will be sustained and enhanced by continuing to provide a full-time Workforce Development Coordinator at the System of Care Center. Maricopa County will continue to provide all staffing, equipment, and related services necessary to support the program's ongoing success.

Previous Related Council Action

On DATE, April 28, 2026, the City Council adopted Resolution R26-35 authorizing the execution of Amendment No. 2 to the Memorandum of Understanding between Maricopa County, administered by its Human Services Department, and the City of Glendale for Workforce Development Services, extending the agreement until June 30, 2026.

On DATE, June 24, 2025, the City Council adopted a Non-Financial Memorandum of Understanding between Maricopa County, administered by its Human Services Department, and the City of Glendale for Workforce Development Services, from April 1, 2025 to December 31, 2025, or otherwise mutually agreed.

Community Benefit/Public Involvement

Implementation of the Workforce Development Program in partnership with Maricopa County will continue to provide significant benefits to Glendale residents by offering valuable services that assist individuals in obtaining and maintaining long-term employment, increasing financial independence, and improving overall economic stability. The program also enhances the City's relationships with the local business community by fostering collaboration, identifying workforce needs, and connecting employers with qualified jobseekers. Through these efforts, the program supports local economic development and workforce readiness initiatives. Additionally, the program aligns with the City's strategic priorities by improving community experience, promoting innovative service solutions, and strengthening stakeholder engagement through collaborative partnerships and accessible workforce resources.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$56,000
Budgeted Y/N?:	Y
Account:	10001710-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2026-27 Community Services operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-65

IGAWorkForce

How was the item procured: Other

Explanation: Secured one-time funding

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE (MOU) FOR WORKFORCE DEVELOPMENT SERVICES.

WHEREAS, the Maricopa County Human Services Department, Workforce Development Division provides services to County residents through its Workforce Innovation and Opportunity Act (WIOA) program (the "Program"); and

WHEREAS, the Program provides various services to County residents including but not limited to conducting job searches, exploring career opportunities, improving and/or learning new skills, and matching jobseekers with local employment opportunities to promote long-term stable employment; and

WHEREAS, the services provided through the Program are consistent with the City's goal to support workforce development activities that benefit City residents.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the City enter into this MOU to the City in order to undertake Workforce Development services provided through the Program as described in the MOU.

SECTION 2. That the City Manager or designee and the City Clerk are authorized and directed to execute and deliver any and all documents necessary to effectuate said this commitment on behalf of the City of Glendale.

(Signatures on the following page.)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF GLENDALE

Agreement Amount: $56,000
Agreement Start Date: July 1, 2026
Agreement Expiration Date: June 30, 2027
Agreement Number:
UEI Number: CRE4N8H1X6J5

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Glendale (City) and Maricopa County (County) administered by its Human Services Department, Workforce Development Division (Department) and pertains to Workforce Development services. The County and the City are collectively referred to herein as the "Parties" and individually as the "Party." The County and the City are authorized to enter into this Agreement under A.R.S. § 11-952 et seq.

2.0 PURPOSE

2.1 The purpose of this Agreement is to integrate the County's workforce development system into the City's social and community services resource network. The Parties' goal is to support workforce development activities and training efforts that will enable the City's employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services ("Program").

2.2 This integrated service delivery model will be located at the Glendale Elementary School District ("GESD") System of Care Center (SoCC) located at 7677 W Bethany Home Rd, Building E, Glendale, Arizona 85303.

2.3 The County shall assign a County Workforce Development Coordinator to be located at the System of Care Center Facility for 40 hours per week.

2.4 The services to be provided at the System of Care Center Facility will benefit City residents by having County staff available to meet with job seekers (Adult and Youth) and local employers and provide WIOA activities that will improve residents' knowledge for:

2.4.1 Conducting job searches to secure stable employment;

2.4.2 Exploring career opportunities

2.4.3 Improving skills necessary to enter or advance in a specific occupation or trade; and

2.4.4 Employment opportunities with local employers

2.5 The Parties shall share the costs for funding the Program. The City shall compensate the County on a quarterly basis for program service delivery.

2.5.1 The City shall reimburse the County for a portion of the Workforce Development Coordinator's salary. The funding amount, per fiscal year, is indicated in the attached Itemized Service Budget, Attachment A. The Parties acknowledge that the Workforce Development Coordinator will remain a County employee and will not be considered an employee of the City.

3.0 BACKGROUND

3.1 The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101, *et seq.*, Public Law 113-128, was signed into law on July 22, 2014, and it became effective on July 1, 2015. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

3.2 Maricopa County is designated as a Local Workforce Development Area (LWDA) under the federal WIOA program. The County operates two (2) comprehensive Workforce Development One Stop Career Centers (Centers). The Centers provide employment-related services to job seekers and employers in Maricopa County, in accordance with the WIOA program regulations.

4.0 TERM OF AGREEMENT

4.1 The initial term of this Agreement is listed on page one of this Agreement.

4.2 This Agreement shall be effective upon approval and signature by both Parties.

4.3 The Agreement may be extended for two (2) additional one-year terms, as outlined in Paragraph 5.0 Amendment. In accordance with A.R.S. 11-952, the Agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement. Extensions must be in writing and approved and signed by both Parties. The City must provide notice of intent to renew 60 calendar days prior to the end of the term.

5.0 AMENDMENTS

Any changes to this Agreement shall be by written Amendment signed by both Parties.

6.0 ACRONYMS AND DEFINITION BY LAW

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

7.0 ADMINISTRATIVE CHANGE ORDERS

7.1 The Chair of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

7.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

7.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;

7.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

7.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

8.0 FUNDING

8.1 The City shall compensate the County for a portion of the service delivery.

8.2 The City shall compensate the County in an amount not to exceed $56,000 for the period of July 1, 2026, to June 30, 2027.

9.0 AVAILABILITY OF FUNDS

9.1 Should funding for program activities be reduced for any reason and services are not funded, then a Party may either accept a decrease in services offered by the other Party or terminate this Agreement.

9.2 If the City is unable to provide funding to support County personnel, then the County has the right to either change the availability or withdraw County staff (or both).

10.0 PAYMENTS

Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a quarterly invoice. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last quarter of the term; in which the invoice shall be sent to the City's point of contact on the 30th calendar day of month following the last quarterly time period. The Payment shall be submitted to the Human Services Department, Finance Unit at the address 234 North Central Avenue, Suite 3000, Phoenix, Arizona 85004.

10.1 The City shall provide the County with the amount defined in the Itemized Service Budget (ISB), Attachment A. The yearly ISB has been developed between the Parties and is incorporated into this Agreement. The ISB reflects the anticipated cost(s) for the agreement term; however, Section 8.0 defines the maximum annual reimbursement to the County from City of Glendale.

10.2 The County will provide the City with the indirect cost proposal/cost allocation plan approved by the Cognizant Federal Agency, for the term of this Agreement, to support the indirect rate listed in the ISB in Attachment A.

11.0 PROGRAM SERVICE INTENT

11.1 The service to be provided at the identified facilities will benefit low and moderate-income City residents, as defined by HUD's Area Median Income (AMI) requirements, by having County staff available to meet with job seekers and local employers to provide Workforce Development activities which will improve eligible resident's knowledge for:

11.1.1 conducting job searches to secure stable employment;

11.1.2 exploring career opportunities

11.1.3 improving skills necessary to enter or advance in a specific occupation or trade; and

11.1.4 employment opportunities with local employers.

12.0 RESPONSIBILITIES OF ORGANIZATIONS

12.1 <u>The County shall</u>**:**

12.1.1 Assign a County Workforce Development Coordinator to act as a trainer, career guidance specialist, and partner in providing case-management assistance to participants that meet HUD's Area Median Income requirements, as well as serve as a business liaison, to businesses within the City who may employ program participants:

12.1.1.1 Enroll WIOA eligible program participants

12.1.1.2 Organize workshops for job seekers to assist with job searches and development of job retention skills, assessment tools for measuring interests, aptitude & skills, career exploration and vocational training;

12.1.1.3 Provide eligible case-management participants support services that may include funding assistance to enable participant to continue

training, retain or obtain employment and encourage successful program completion.

12.1.1.4 Direct case-managed job seekers towards activities that lead to the attainment of a secondary school diploma or its equivalent;

12.1.1.5 Organize Job fairs for local employers recruiting employees to fill vacant positions; and

12.1.1.6 Engage with business community in collaboration with the City's Economic Development Department;

12.1.1.7 Ensure comprehensive services are provided to case-managed individuals, to include completing Human Services Department program applications for eligible individuals and providing referral services.

12.1.2 A Workforce Development Coordinator (WDC) will be physically present at the GESD office for a minimum of 32 hours per week. With an additional 3 full days out of the office per quarter for job fairs and outreach. The WDC will provide communication to the City of Glendale regarding out-of-office schedule with as much advance notice as possible.

12.1.3 Provide a data report on a monthly basis containing the following data metrics:

12.1.3.1 Summary of Youth and Community Outreach Efforts;

12.1.3.2 Total of Enrollments completed at Glendale Facilities - including demographics of the participants;

12.1.3.3 Total number of services provided to Youth and Adult/Dislocated Worker participants;

12.1.3.4 Summary of Service Outcomes for case-managed Adult Worker participants;

12.1.3.5 Labor market information specific to Glendale and surrounding areas;

12.1.4 Provide Computers and Equipment for County Staff to fulfill duties**.**

12.2 The City shall:

12.2.1 Provide workspace at facilities listed in Section 2.2 for the County staff to provide the services identified in Section 11.1. The workspace shall be a secure location to house all computer(s) and equipment provided by the County. The workspace is to remain locked when not in use by County staff and whenever the facility is not in use;

12.2.2 Provide internet connection so the county can conduct the work identified in Section 11.1;

12.2.3 Work cooperatively with County staff to improve efficiency, effectiveness, and the coordination of workforce services;

12.2.4 Include information attributing ARIZONA@WORK – Maricopa County program in any outreach materials, website, and other promotional/marketing materials related to this joint partnership.

13.0 TERMINATION

13.1 Under A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement.

13.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 14 (Notices) of this Agreement.

13.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

13.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County determines that the health or welfare of the service recipients are endangered, or the City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on page one of this Agreement or expiration of any extended term described in Section 4.0.

13.5 Upon termination or cancellation of this Agreement, all property, if any, shall be returned to or retained by the purchasing Party.

14.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:
Name: Jared Beard
Title: Workforce Development Assistant Director
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 623-280-7487
Email: Jared.Beard@maricopa.gov

City of Glendale:
Name: Michelle Yates
Title: Community Services Deputy Director
Address: 7677 W Bethany Home Rd., Building E, Glendale AZ, 85303
Telephone:623-930-2044
Email: Myates@glendaleaz.com

15.0 EMPLOYMENT DISCLAIMER

15.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

15.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.

15.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto

concerning such individuals and the County shall indemnify, defend and hold harmless the City with respect to the foregoing.

16.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The City and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

17.0 RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert fees and other litigation costs) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, property damage, or bodily injury (including death) of any person, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or any of its officers, officials, agents, representatives, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 17.0 shall survive termination of this Agreement. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

18.0 LIMITATION ON LIABILITY

The Parties hereby mutually agree that each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this , nor shall the Parties and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

19.0 INSURANCE

19.1 Each Party is a Public entity and shall provide the other Party with a Certificate of Self-Insurance equal to the types and amounts specified below:

General Aggregate	$3,000,000
Each Occurrence Limit	$1,000,000
Sexual Molestation	$1,000,000

19.2 Within ten (10) calendar days following execution of this Agreement, the City shall furnish the County, to the persons listed in Paragraph 14.0 (Notices), with valid and complete Certificate(s) of Insurance, or formal endorsements as required in the form provided by the County, issued by the City, as evidence that policies providing the required coverage, conditions and limits as required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

19.2.1 In addition to the above, the City shall provide a copy by mail to the following and Certificate holder shall be identified as:

Mail COI to:
Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910

Phoenix, AZ 85003

19.3 Cancellation and Expiration Notice:

19.3.1 Applicable to all insurance policies required within the insurance requirements of this contract, City's insurance shall not be permitted to expire, be suspended, be canceled, without 30 days prior written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department, Workforce Development Division and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix Suite 3000, AZ 85004, or emailed to the Human Services representative noted in the Contract.

20.0 EQUAL EMPLOYMENT OPPORTUNITY

20.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

20.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.

20.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

20.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:

20.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

20.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*).

20.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

20.5.4 the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

20.5.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

20.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

21.0 COMPLIANCE WITH APPLICABLE LAWS

21.1 Each Party shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether or not specifically referenced in this Agreement. Specifically, the following apply:

21.1.1 The County shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement

21.1.2 Unless exempt under federal law, the Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4 (Executive Order 2009-09 superseded Executive Order 99-4 and amended Executive Order 75-5), which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified

persons because of physical or mental disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

21.1.3 The Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. The Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

21.1.4 The Parties shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status with regard to the benefits of, or participation in, or use of the programs, services, and activities.

21.1.5 Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:

21.1.5.1 The Parties and their vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

21.1.5.2 A breach of a warranty under this Section 21.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

21.1.5.3 The Parties retain the legal right to inspect the papers of any contractor or (sub)contractor or vendor employee who works on this Agreement to ensure that the Parties are complying with the warranty provided under subsections listed above and that the Parties agree to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

22.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

22.1 The Parties agrees that this Agreement and their employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

22.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and

22.3 The Parties shall insert the substance of this clause, including this Paragraph 22.0, in all subcontracts over the agreed upon simplified acquisition threshold ($250,000 as of June 2021).

23.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

23.1 The undersigned, by signing this Agreement, represents that the Parties have the authority to bind the Parties to the terms of this Certification. The Parties, in accordance with 2 C.F.R. Part 180, certify to the best of their knowledge and belief that they and their principals:

23.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

23.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

23.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 23.1.2 above; and

23.1.4 Have not, within a three-year period preceding the Start Date of this this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Parties agree to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

24.0 IMMIGRATION LAWS AND REGULATIONS

24.1 Federal Immigration and Nationality Act

24.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

24.1.2 By entering into this Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to either Party upon request. These warranties shall remain in effect through the term of the Agreement. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

24.1.3 The Parties may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the Parties suspect or find that either Party or any of its contractors or subcontractors are not in compliance, then the compliant Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the non-compliant Party. All costs necessary to verify compliance are the responsibility of the non-compliant Party or its contractors or subcontractors.

24.2 **Arizona Law**: The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

24.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

24.2.2 A breach of a warranty under Subparagraph 24.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and

24.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor's or Subcontractor's employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under

Subparagraph 24.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

25.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

25.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

25.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

25.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

25.3.1 Non-performance of any obligations required by this Agreement.

25.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

25.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.

25.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.

25.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:

25.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.

25.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

25.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

26.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq*, and OMB Circulars.

27.0 RETENTION OF RECORDS

27.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Parties that are related to this Agreement.

27.2 The Parties, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Parties which are pertinent to any activity performed under this Agreement as required under 2 CFR 200.333 et seq. and 24 CFR 570.502(7)(ii) for the purpose of making audit, examination, excerpts and transcriptions.

27.3 The Parties shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and under A.R.S. §§ 41-151.14 and 41-151.15, for a period of at least six (6) years after the expiration or termination of this Agreement or six (6) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Parties right of access is not limited to the retention period but lasts so long as the records are retained by the Parties. The Parties shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

28.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance, that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

29.0 DISPUTES

29.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

29.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 29.1.

29.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

29.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.

29.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Section 29.0, either Party may pursue formal litigation.

30.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

31.0 LOBBYING

31.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

31.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

32.0 DRUG-FREE WORKPLACE ACT OF 1988:

The Parties must comply with drug-free workplace requirements in subpart b of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152- 5158 of the drug-free workplace act of 1988 (pub. L. 100-690, title v, subtitle D; 41 U.S.C. 701-707).

33.0 ADEQUACY OF RECORDS

If the City's books, records and other documents related to this Agreement are not reasonably sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the City shall reimburse the County for the services not supported and/or documented.

34.0 WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

35.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

36.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

37.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

38.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

39.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party.

40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Cities or Subcontractors at all tiers.

41.0 ASSIGNABILITY AND SUBCONTRACTING

No rights, liabilities, obligations, or duties under this Agreement may be assigned, delegated, or subcontracted, in whole or part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County approves the assignment, delegation, or subcontract or agrees otherwise.

42.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

43.0 WAIVER OF TERMS, CONDITIONS, AND DEFENSES

The failure of either Party to insist in any one or more instances on performance of any of the terms and conditions of, or to exercise any rights or privileges contained in, this Agreement shall not be considered as waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County in any state or federal court.

44.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

45.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

46.0 FORCE MAJEURE

46.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or

causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

46.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

46.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

47.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25. The City and any subcontractors will not receive a subaward until that entity has provided its UEI number 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

48.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

49.0 SEVERABILITY

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

50.0 EXECUTION OF AGREEMENT/COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall form a single instrument.

51.0 CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

52.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

53.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

53.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this Agreement that they will not use:

53.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.

53.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

53.1.3 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.

53.2 If either of the Parties become aware during the term of this Agreement that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Failure of either Party to provide a written certification that the other Party has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

IN WITNESS, the Parties have approved and signed this Agreement:

FOR THE CITY OF GLENDALE:

_____

Patrick S. Banger, City Manager Date

Attested to:

_____

Julie K. Bower, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GLENDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

By:

_____

City Attorney Date

FOR MARICOPA COUNTY:

_____

Kate Brophy McGee Date
Chair, Board of Supervisors

Attested to:

_____

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

By:

_____

Deputy County Attorney Date

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2026 to 6/30/2027

CONTRACT SERVICE: Arizona@Work Workforce Development

City of Glendale shared cost is 46% of FTE	12-Month Agreement Cost	MCHSD Cost	City of Glendale Cost
Total Personnel - 1 FTE @ $31.63/hr * __2088_____ total hours	66,043	35,450	30,593
Maricopa County Merit Pay Increase for FY27 - 4%	2,642	1,418	1,224
Total Employee Related Expenses - [1]ERE = 19.63% + $15,325	28,808	15,463	13,345
Total Indirect Cost - [2]24%	23,398	12,560	10,838
Subtotal	120,891	64,891	56,000

Total Cost for 12-Month for the City of Glendale | **$ 56,000**

[1] *Based on 2026 FICA , Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance*

[2] *Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements*

AGENDA ITEM: 34.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Randy Huggins, Director
DEPARTMENT: Development Services

Subject

RESOLUTION NO. R26-66

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH VIP INDUSTRIAL HOLDINGS PHASE 2, LLC.
Presented by: Randy Huggins, Development Services, Director

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Infrastructure Cost Sharing Agreement with VIP Industrial Holdings Phase 2, LLC for future roadway improvements at the intersection of Hatcher Road and Reems Road and on Reems Road approximately 700 feet north of Olive Avenue.

Background

VIP is developing multiple industrial buildings west of Reems Road between Olive Avenue and Hatcher Road. The development is not located in the City, and does not plan to incorporate into the City, therefore all onsite construction documents are submitted and approved by Maricopa County. Reems Road is within the City limits, so all access and modifications to Reems Road, including the Hatcher Road intersection, require approval from the City of Glendale.

Analysis

As a result of this development, it has been determined that road improvements will be required on Reems Road. This includes a traffic signal and deceleration lane approximately 700 feet north of Olive Avenue. This agreement requires VIP Industrial Holdings Phase 2, LLC to pay a proportionate share of the signal and one hundred percent of the estimated cost of a deceleration lane that leads to their property as shown in Exhibit B of the agreement.

Previous Related Council Action

On November 9, 2021, the City Council authorized the City Manager to enter into a master annexation and de-annexation agreement with Maricopa County, to determine which roads in the Loop 303 area would be in the jurisdictional authority of the County and City of Glendale. Per this agreement, it was determined Reems Road was in the jurisdiction of the City of Glendale and therefore would conform to City of Glendale development standards.

Community Benefit/Public Involvement

Improved roadways are a benefit to the health and safety of our citizens and those traveling through the City.

Attachments

R26-66

VIP II Cost Sharing Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-66

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH VIP INDUSTRIAL HOLDINGS PHASE 2, LLC.

WHEREAS, VIP Industrial Holdings Phase 2, LLC ("VIP") is constructing an industrial development in Maricopa County located on the west side of Reems Road between Olive Avenue and the Hatcher Road alignment; and

WHEREAS, the City of Glendale has jurisdiction over Reems Road and is requiring VIP to provide an in-lieu payment for roadway improvements that will be constructed by the City in the future.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and its citizens that the City of Glendale enter into an Infrastructure Cost Sharing Agreement ("Agreement") with VIP Industrial Holdings Phase 2, LLC. The Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

When Recorded, Return To:

_____

_____

_____

_____

_____

INFRASTRUCTURE COST SHARING AGREEMENT

VIRGIN INDUSTRIAL PARK PHASE 2

WHEREAS, VIP Industrial Holdings Phase 2, LLC, a Delaware limited liability company ("**Developer**") is the owner of property described on Exhibit A hereto, which is currently known as Virgin Industrial Park Phase 2 (the "**Property**"); and

WHEREAS, Developer is proposing to construct an industrial warehouse development on the Property (the "**Project**") which is located in Maricopa County ("**County**") on the west side of Reems Road in the vicinity of the Hatcher Road intersection and has submitted to the County a development plan for the Project; and

WHEREAS, the Project will have access point(s) on Reems Road, which is owned and operated by the City of Glendale ("**City**"); and

WHEREAS, Developer has submitted to the City a construction plan for the driveway and temporary deceleration lane in support of the access point which the City approved; and

WHEREAS, as a condition of such approval and permitting, the City is requiring that Developer provide a payment-in-lieu for improvements to be made to Reems Road. These improvements include the construction of the permanent deceleration lane in the location shown on Exhibit B hereto and the signalization of the intersection of Reems Road and Hatcher Road (collectively, the "Road Improvements"). The Road Improvements shall be constructed by or on behalf of the City.

NOW THEREFORE the **CITY OF GLENDALE** and **DEVELOPER** hereby, in consideration of the mutual agreements of the parties as set forth herein, enter into this agreement ("**Agreement**") for the design and construction of the Road Improvements and payment thereof.

I. Developer's Responsibility

Subject to the terms and conditions set forth herein, prior to Developer receiving any construction permits (including, but not limited to foundation, building, plumbing, grading, mechanical, and/or electrical permits) from the City of Glendale or Maricopa County (the "Construction Permits"), Developer shall deposit,

with the City, an amount of Three Hundred Forty Nine Thousand Five and Fifty Hundredth Dollars ($349,005.50) (the "**Funds**"), which represents the payment of the total contribution by Developer for the design and construction of the Road Improvements (Two Hundred Fifty Thousand Dollars ($250,000.00) for the signal improvements at Hatcher Road and Reems Road and Ninety Nine Thousand Five and Fifty Hundredth Dollars ($99,005.50) for the permanent deceleration lane improvements). Such deposit of the Funds may be made by Developer by certified check or by wiring the Funds to the City's account. At such time when Developer has the deposited the Funds with the City, Developer will be deemed to have met and satisfied any and all requirements to pay for or construct the Road Improvements and any other improvements to Reems Road or Hatcher Road in connection with its Project, it being agreed between the parties that Developer is depositing such Funds with the City in lieu of Developer constructing and paying for any portion of the Road Improvements or any other improvements to Reems Road or Hatcher Road in connection with its Project. Nothing herein will be deemed to require Developer to pay the Funds unless Developer elects to obtain Construction Permits. This Section I shall survive any termination of this Agreement.

II. City's Responsibility

City shall, at its sole cost and expense, contract for the design and construction of the Road Improvements. City shall apply the Funds towards the cost of the design and construction of the Road Improvements. City will complete the design and construction of the Road Improvements within ten (10) years of the Effective Date of this Agreement.

If City fails to complete the design and construction of all or a portion of the Road Improvements within ten (10) years of the Effective Date of this Agreement, then: (i) City shall refund and pay the applicable portion of the Funds to the then current Developer within thirty (30) days of receipt of a written request from Developer to refund the Funds to Developer; and (ii) Developer shall thereafter have no obligation to construct or pay for at any time the Road Improvements or any portion thereof, or any other improvements to Reems Road or Hatcher Road in connection with its Project.

III. Miscellaneous Provisions

A. Governing Law. This Agreement shall be governed by the applicable law of the State of Arizona and due performance by each Party or any action arising under this Agreement shall lie in Maricopa County, Arizona. Jurisdiction and venue shall be in Maricopa County, Arizona, and each of the Parties submit to personal jurisdiction in the state district courts in such county.

B. No Waiver. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Arizona of the United States.

C. Entire Agreement. This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters expressly provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by both the Developer and the City.

D. Partial Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is

determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

E. Survival and Binding Terms. Any provision of this Agreement that by its terms expressly survives the termination of this Agreement shall bind the parties' successors and assigns as set forth herein.

F. Assignment. The terms and provisions of this Agreement shall be appurtenant to, and for the benefit of, the Property and shall run with the land. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon each of the City and Developer and their respective successors, transferees and assigns, including, without limitation, any future owner of the Property. Upon any third party becoming an owner of the Property (the "**New Owner**"), such New Owner shall automatically be deemed the Developer under this Agreement and thereafter be entitled to all rights and benefits of, and be obligated to perform all obligations of, the Developer under this Agreement for so long as it owns any portion of the Property. Any prior owner of the Property (the "**Prior Owner**") shall, upon conveyance of the Property to a New Owner, no longer have any rights or benefits under this Agreement and be released from any further obligations under the Agreement, but shall remain liable for any default or breach of its obligations under this Agreement that occurred prior to conveyance of the Property to the New Owner. At such time as the Roadway Improvements have been completed by the City, or the Funds have been refunded as required in Section II hereof, either party may request that the other party execute a release or termination of this Agreement in such form as may reasonably be required to release this Agreement as an encumbrance against the Property, and upon receipt of such request, the parties will reasonably cooperate to cause such instrument to be executed and recorded.

G. Benefits. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.

H. Notice. Any notices, requests or demands to be given hereunder by either party to the other shall be deemed to have been duly given if in writing and if affected by personal delivery to the office of the individual designated below, or by certified mail, return receipt requested or via a recognized overnight national courier such as Federal Express to the addresses set forth below:

CITY:

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

With copy to:

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

Developer:

VIP Industrial Holdings Phase 2, LLC
c/o Invesco Real Estate
Attention: Todd Ostransky, Vice President
2252 Pama Lane
Las Vegas, Nevada 89119

Upon conveyance of the Property, the Developer's notice address will automatically be updated to the address of the New Owner of the Property as reflected with the Maricopa County Assessor's Office, unless such New Owner gives written notice to the City of another address.

I. Article and Section Headings. The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

J. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

K. Misspelled Words: Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

L. Multiple Copies. This Agreement may be simultaneously executed in two counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

M. Effective Date. The Effective Date of this Agreement shall be _____, 2026.

[Signatures on next page]

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as follows:

CITY OF GLENDALE, ARIZONA
an Arizona municipal corporation,

_____

Patrick S. Banger
City Manager

ATTEST:

_____

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael Bailey, City Attorney

State of _____)
County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____. In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My commission expires:_____

VIP INDUSTRIAL HOLDINGS PHASE 2, LLC, a Delaware limited liability company

Todd Ostransky, Vice President

State of Arizona)
County of Maricopa)

This instrument was acknowledged before me on this 04th day of June, ~~2025~~ 2026, by Todd David Ostransky. In witness whereof I hereunto set my hand and official seal.

ANEESAH BEYAH
Notary Public - Arizona
Maricopa County
Commission # 660841
My Comm. Expires Feb 20, 2028

Aneesah Beyah-Notary Public

Notary Public Aneesah Beyah

My commission expires: Comm. #660841
Comm. Exp. 02/20/2028

Exhibit A
Legal Description of Property

[See attached]

VIRGIN INDUSTRIAL PARK
PHASE 2 NORTH PROPERTY
LEGAL DESCRIPTION

Portions of land being described in Special Warranty Deed as recorded in Document No. 2020-0343119, Special Warranty Deed as recorded in Document No. 2021-0706862, and Special Warranty Deed as recorded in Document No. 2022-0589581, Records of Maricopa County, Arizona, all being situated within the Southeast Quarter of Section 30, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3" Maricopa County Highway Department brass cap in hand hole accepted as the Southeast Corner of said Section 30, from which a found 3" Maricopa County Highway Department brass cap in hand hole accepted as the East Quarter Corner thereof bears North 00°00'09" West, 2635.33 feet;

Thence North 00°00'09" West, 83.01 feet along the east line of said Southeast quarter to a line that is parallel with and 83.00 feet north of the south line of said Southeast quarter;

Thence leaving said east line and along said parallel line, North 89°02'25" West, 265.03 feet to the west line of the property as described in Document No. 2007-0429082, Records of Maricopa County, Arizona,

Thence along said west line, North 00°00'10" West, 705.91 feet to the **POINT OF BEGINNING**;

Thence North 88°55'10" West, 1231.57 feet to the east line of Parcel No. 1 as described in the Special Warranty Deed as recorded in Document No. 2021-0706862, Records of Maricopa County, Arizona;

Thence along said east line, North 00°07'04" West, 208.59 feet;

Thence continuing along said east line, North 02°17'17" East, 293.46 feet to the northwest corner of Parcel No. 3 as described in said Document No. 2021-0706862, also being on the southerly line of the property as described in Document No. 2007-0429082, Records of Maricopa County, Arizona;

Thence along the northerly line of said Parcel No. 3 and along said southerly line, South 88°54'22" East, 1220.27 feet to the northeast corner of said Parcel No. 3, also being on the westerly line of last said deed;

Thence along said westerly line, South 00°00'10" East, 501.74 feet to the **POINT OF BEGINNING**.

VIRGIN INDUSTRIAL PARK
PHASE 2 SOUTH PROPERTY
LEGAL DESCRIPTION

That portion of land as described in the Warranty Deed as recorded in Document No. 2021-1164910, Records of Maricopa County, Arizona, being situated within the Southeast Quarter of Section 30, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3" Maricopa County Highway Department brass cap in hand hole accepted as the Southeast Corner of said Section 30, from which a found 3" Maricopa County Highway Department brass cap in hand hole accepted as the East Quarter Corner thereof bears North 00°00'09" West, 2635.33 feet;

Thence North 00°00'09" West, 83.01 feet along the east line of said Southeast quarter to a line that is parallel with and 83.00 feet north of the south line of said Southeast quarter;

Thence leaving said east line and along said parallel line, North 89°02'25" West, 265.03 feet to the southeast corner of said Warranty Deed, being the **POINT OF BEGINNING**;

Then along the exterior boundary of said Warranty Deed the following 3 courses:

Thence North 89°02'25" West, 1218.43 feet;

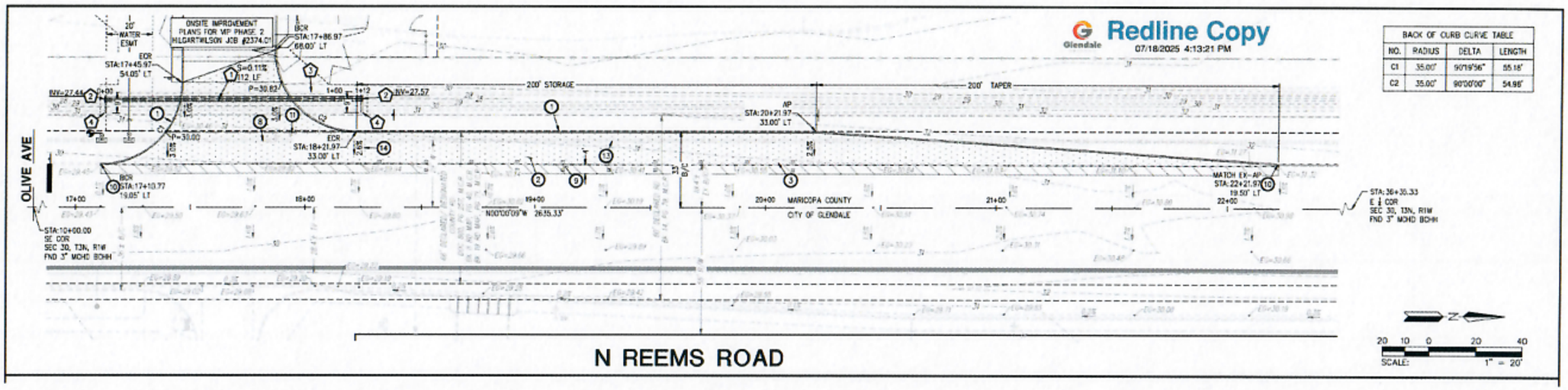
Thence North 01°43'13" West, 417.41 feet;

Thence North 00°07'04" West, 291.50 feet;

Thence leaving exterior boundary, South 88°55'10" East, 1231.57 feet;

Thence South 00°00'10" East, 705.91 feet to the **POINT OF BEGINNING.**

Exhibit B
Deceleration Lane Improvements and Budget



- **Improvements to begin approximately 700 feet north of the intersection of Reems Road and Olive Avenue**
- **The permanent improvements are not being constructed now due to the one-way crown that exists on Reems Road**

Exhibit B (continued)
Deceleration Lane Improvements and Budget

Project: Virgin Industrial Park Offsite Paving - Phase 2
Date: 9/25/2025

Colliers Engineering & Design

Project #: 2374.01

Description: New decel lane for south entrace to Virgin Industrial Park (VIP 2).

Item #	Pay Item	Quantity	Unit	Unit Price	Cost
	Phase 2				
1	Construct 6" single curb	510	LF	$25.00	$12,750.00
2	Install pavement	772	SY	$60.00	$46,320.00
3	Remove existing curb	511	LF	$5.00	$2,555.00
4	Adjust water valve frame & cover	3	EA	$1,000.00	$3,000.00
5	Sawcut, remove and replace existing pavement	227	SY	$10.00	$2,270.00
6	Relocate hydrant & valve	1	EA	$2,500.00	$2,500.00
7	Sign relocation	1	EA	$250.00	$250.00
8	Install 24" RGRCP, Class IV	112	LF	$80.00	$8,960.00
9	Remove existing concrete channel	640	SF	$10.00	$6,400.00
10	Construct straight type headwall	2	EA	$2,500.00	$5,000.00
SUBTOTAL					$90,005.00
	Incidentals and Contingency (10%)				$9,000.50
TOTAL					$99,005.50

NOTE:
The above is only an engineer's opinion of probable construction cost for the proposed site improvements. HilgartWilson has no control over the cost or availability of labor, equipment, materials, contractor's method of pricing, or over market conditions. HilgartWilson makes no warranty, express or implied, that the cost of the work will not vary from our opinion of probable cost.



AGENDA ITEM: 35.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Randy Huggins, Director
DEPARTMENT: Development Services

Subject

RESOLUTION NO. R26-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH SCANNELL PROPERTIES #521, LLC, AN INDIANA LIMITED LIABILITY COMPANY AND SP MIM GLENDALE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.
Presented by: Randy Huggins, Director, Development Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Infrastructure Cost Sharing Agreement with SCANNELL PROPERTIES #521, LLC, AN INDIANA LIMITED LIABILITY COMPANY AND SP MIM GLENDALE, LLC, A DELAWARE LIMITED LIABILITY COMPANY for a future traffic signal at the 169th Avenue alignment and Bethany Home Road.

Background

Scannell is developing multiple industrial buildings north of Bethany Home Road between Cotton Lane and Loop 303. Their first building has been completed and the second building is expected to begin construction in the near future.

Analysis

As a result of this development, it has been determined that a traffic signal will be warranted at the intersection of the 169th Avenue alignment and Bethany Home Road. This agreement requires Scannell to make a proportionate contribution of $378,000 to the overall cost of constructing the new signal. The signal will be installed by the City.

Previous Related Council Action

On November 9, 2021, the City Council authorized the City Manager to enter into a master annexation and de-annexation agreement with Maricopa County, to determine which roads in the Loop 303 area would be in the jurisdictional authority of the County and City of Glendale. Per this agreement, it was determined Bethany Home Road was in the jurisdiction of the City of Glendale and therefore would conform to City of Glendale development standards.

Community Benefit/Public Involvement

Improved roadways are a benefit to the health and safety of our citizens and those traveling through the city.

Attachments

R26-67

Development Agreement Cost Sharing

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INFRASTRUCTURE COST SHARING AGREEMENT WITH SCANNELL PROPERTIES #521, LLC, AN INDIANA LIMITED LIABILITY COMPANY AND SP MIM GLENDALE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, Scannell Properties #521, LLC, an Indiana Limited Liability Company and SP MIM Glendale, LLC, A Delaware Limited Liability Company is developing an industrial development in Maricopa County located on the east side of Cotton Lane north of Bethany Home Road; and

WHEREAS, the City of Glendale has jurisdiction over Bethany Home Road and is requiring Scannell Properties #521, LLC, an Indiana Limited Liability Company and SP MIM Glendale, LLC, A Delaware Limited Liability Company to pay its share of roadway improvements that will be constructed by the City in the future.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and its citizens that the City of Glendale enter into an Infrastructure Cost Sharing Agreement ("Agreement") with Scannell Properties #521, LLC, an Indiana Limited Liability Company and SP MIM Glendale, LLC, A Delaware Limited Liability Company. The Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City of Glendale.

(Signatures on following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

INFRASTRUCTURE COST SHARING AGREEMENT

WHEREAS, Scannell Properties #521, LLC, an Indiana limited liability company ("SP 521"), is the developer of property described on Exhibit A hereto (the "SP521 Property"); and

WHEREAS, SP MIM Glendale, LLC, a Delaware limited liability company ("SP MIM"), successor-in-interest to Scannell Properties #457, LLC, is the developer of property described on Exhibit B hereto (the "SP MIM Property") (SP 521 and SP MIM, collectively, "Developer"; and the SP 521 Property and the SP MIM Property, collectively, the "Property"); and

WHEREAS, the Property currently exists within the City of Glendale ("City"); and

WHEREAS, pursuant to Section 2(g) of that certain Amended and Restated Access Easement and Development Agreement (the "Access Easement") dated July 26, 2021 and recorded September 15, 2021 as Instrument No. 20210999160 in the Official Records of the Maricopa County Recorder, as amended, Developer is required to pay its share of the cost of a traffic signal (the "Signal"), which the parties agree is $378,000, at the intersection of Bethany Home Road and the "Access Easement Tract" (as defined in the Access Easement), in the location depicted on Exhibit C attached hereto, which Signal shall be constructed by or on behalf of the City.

NOW THEREFORE the **CITY OF GLENDALE** and **DEVELOPER** hereby, in consideration of the mutual agreements of the parties as set forth herein, enter into this agreement ("Agreement") for the design and construction of the Signal and payment thereof.

I. Developer's Responsibility

Subject to the terms and conditions set forth herein, within thirty (30) days after receipt of an invoice from the City, Developer shall deposit with the City the amount of Three Hundred and Seventy-Eight Thousand Dollars ($378,000.00) (the "Funds"), which represents the payment of the total contribution by Developer for the analysis, design and construction of the Signal. Such deposit of the Funds may be made by Developer by certified check or by wiring the Funds to the City's account. At such time when Developer has the deposited the Funds with the City, Developer will be deemed to have met and satisfied the requirement to pay for the Signal, it being agreed between the parties that Developer is depositing such Funds with the City in lieu of Developer constructing and paying for any portion of the Signal. If the cost of the Signal exceeds the Funds, Developer shall not be responsible for any amounts in excess of the Funds.

II. City's Responsibility

City shall, at its sole cost and expense, contract for the design and construction of the Signal. City shall apply the Funds towards the cost of the design and construction of the Signal. City will complete the design and construction of the Signal within ten (10) years of the Effective Date of this Agreement.

If City fails to complete the design and construction of all or a portion of the Signal within ten (10) years of the Effective Date of this Agreement, then: (i) City shall refund and pay the Funds to Developer within thirty (30) days of receipt of a written request from Developer to refund the Funds to Developer; and (ii) Developer shall thereafter have no obligation to construct or pay for at any time the Signal or any portion thereof.

III. Miscellaneous Provisions

A. Governing Law. This Agreement shall be governed by the applicable law of the State of Arizona and due performance by each Party or any action arising under this Agreement shall lie in Maricopa County, Arizona. Jurisdiction and venue shall be in Maricopa County, Arizona, and each of the Parties submit to personal jurisdiction in the state district courts in such county.

B. No Waiver. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Arizona of the United States.

C. Entire Agreement. This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters expressly provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by both Developer and the City and authorized by their respective governing bodies.

D. Partial Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

E. Survival and Binding Terms. Any provision of this Agreement that by its terms expressly survives the termination of this Agreement shall bind the parties' successors and assigns as set forth herein. City and Developer mutually recognize and agree that the obligations under this Agreement are personal to Developer and shall not run with the plat or with the land comprising the Project and this Agreement shall not be recorded by either the City or Developer.

F. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party nor in contravention of any other provisions contained herein.

G. Benefits. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.

H. Notice. Any notices, requests or demands to be given hereunder by either party to the other shall be deemed to have been duly given if in writing and if affected by personal delivery to the office of the individual designated below, or by certified mail, return receipt requested or via a recognized overnight national courier such as Federal Express to the address set forth below:

CITY:

City of Glendale
Attention: City Manager
5850 West Glendale Avenue

Glendale, Arizona 85301

With copy to:

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

DEVELOPER:

SP521: Scannell Properties #521
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: General Counsel

SP MIM: SP MIM Glendale, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: General Counsel

I. Article and Section Headings. The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

J. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

K. Misspelled Words: Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

L. Multiple Copies. This Agreement may be simultaneously executed in two counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

M. Effective Date. The Effective Date of this Agreement shall be _____, 2026.

[Signatures on next page]

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as follows:

CITY OF GLENDALE, ARIZONA
an Arizona municipal corporation,

_____

Patrick S. Banger
City Manager

ATTEST:

_____

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael Bailey, City Attorney

SCANNELL PROPERTIES #521, LLC,
a Delaware limited liability company

By:_____
Marc D. Pfleging, Manager

SP MIM GLENDALE, LLC,
a Delaware limited liability company

By: SP MIM Sparrow Bridge, LLC, its Manager

By: SP MIM Sparrow JV, LLC,
its Manager

By: Scannell Sparrow Management, LLC,
its Manager

By:_____
Marc D. Pfleging, Manager

Exhibit A

Legal Description of SP521 Property

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12, FROM WHICH THE SOUTHWEST CORNER OF SECTION 12 BEARS SOUTH 00° 20' 48" WEST (BASIS OF BEARINGS) A DISTANCE OF 2648.73 FEET;
THENCE NORTH 00° 21' 14" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 36.15 FEET;
THENCE SOUTH 89° 44' 52" EAST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89° 44' 52" EAST A DISTANCE OF 1185.66 FEET;
THENCE SOUTH 00° 20' 50" WEST A DISTANCE OF 922.16 FEET;
THENCE NORTH 89° 30' 05" WEST A DISTANCE OF 1185.66 FEET TO THE EAST LINE OF THE WEST 33.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 12;
THENCE NORTH 00° 20' 48" EAST ALONG SAID EAST LINE A DISTANCE OF 880.92 FEET;
THENCE NORTH 00° 21' 14" EAST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE NORTHWEST QUARTER OF SECTION 12 A DISTANCE OF 36.15 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

LOT 1 OF "LOT SPLIT FOR SCANNELL PROPERTIES #457, LLC," ACCORDING TO THE PLAT THEREOF, OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1580 OF MAPS, PAGE 11; AND EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION, BY SPECIAL WARRANTY DEED RECORDED MARCH 02, 2022 AS 2022-0192851 OF OFFICIAL RECORDS.

Exhibit B

Legal Description of SP MIM Property

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, FROM WHICH THE WEST QUARTER CORNER OF SECTION 12 BEARS NORTH 00° 20' 48" EAST (BASIS OF BEARINGS) A DISTANCE OF 2648.73 FEET;
THENCE NORTH 00° 20' 48" EAST ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 903.57 FEET;
THENCE SOUTH 89° 30' 05" EAST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00° 20' 48" EAST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 12 A DISTANCE OF 864.38 FEET;
THENCE SOUTH 89° 30' 05" EAST A DISTANCE OF 1185.66 FEET;
THENCE SOUTH 00° 20' 49" WEST A DISTANCE OF 440.98 FEET;
THENCE SOUTH 89° 37' 27" EAST A DISTANCE OF 45.01 FEET;
THENCE SOUTH 00° 13' 44" WEST A DISTANCE OF 423.50 FEET;
THENCE NORTH 89° 30' 05" WEST A DISTANCE OF 1231.53 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

LOT 2 OF "LOT SPLIT FOR SCANNELL PROPERTIES #457, LLC," ACCORDING TO THE PLAT THEREOF, OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1580 OF MAPS, PAGE 11; AND EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION, BY SPECIAL WARRANTY DEED RECORDED MARCH 02, 2022 AS 2022-0192851 OF OFFICIAL RECORDS.

Exhibit C

Signal Location



AGENDA ITEM: 36.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Tangella Diaz, Admin
DEPARTMENT: Engineering

Subject

RESOLUTION NO. R26-68

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION AND ACCEPTANCE OF DEEDS AND EASEMENTS AT VARIOUS LOCATIONS IN THE CITY.
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution accepting deeds and easements throughout the city.

Background

Construction of public infrastructure is occurring at several locations throughout the City. The improvements are being constructed by private entities as a requirement of development and by the City as part of the Capital Improvement Program. The owners of the private property have agreed to convey the property interests to allow the City to maintain, operate, repair, replace and remove, if necessary, the associated infrastructure.

Analysis

Staff recommends acceptance of the deeds and easements. There will be no current impact on City Departments, staff or service levels as a result of this action. There may be minimal costs incurred to the City for operating and maintaining the associated improvements in the future.

Attachments

R26-68

Strategic Plan Connection:
Tier 1 Objective: Exempt

RESOLUTION NO. R26-68

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION AND ACCEPTANCE OF DEEDS AND EASEMENTS AT VARIOUS LOCATIONS IN THE CITY.

WHEREAS, infrastructure is being constructed at various locations throughout the City in conjunction with private development and the City's Capital Improvement Program; and

WHEREAS, these construction projects may require new or extended infrastructure, such as public roadways, water lines, sewer lines, sidewalks and other public utilities; and

WHEREAS, where these improvements are located on private property, the owners have agreed to dedicate or convey ownership, possessory interests and/or access to the City so that the City can maintain, operate, repair, replace and remove, if necessary, the associated roadway and/or infrastructure.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the real property interest and/or public dedication(s) being authorized and accepted are summarized in attached Exhibit 1, Deed and Easements Table.

SECTION 2. That the City Council hereby authorizes and instructs the City Manager to execute the deeds and easement, attached hereto as Attachments 1-3, granting the interest in, or dedication of, the properties therein legally described.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

AGENDA ITEM: 37.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

RESOLUTION NO. R26-69

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT AMENDMENT NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (2022A005) FOR THE APOLLO GARDENS DRAINAGE IMPROVEMENT PROJECT.
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 3 to the Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) to extend the project completion date to June 30, 2027.

Background

The Apollo Gardens neighborhood is located at the southwest corner of 59th Avenue and Hearn Road. On 61st Avenue, south of Hearn Road, a low spot exists in the roadway. In the original design of the subdivision, a small inlet and pipe were installed between two residential lots to remove storm runoff from the roadway and convey it to the Arizona Canal Diversion Channel (ACDC). The inlet and pipe were undersized and consequently, both lots have experienced flooding multiple times.

Analysis

To address this localized flooding issue, the City will provide design and construction of multiple stormdrain elements which will divide the watershed into smaller basins, intercept and route a majority of the runoff to the ACDC before reaching the existing undersized inlet and replace the inlet and pipe between the properties. The City applied for funding through FCDMC's Small Project Assistance Program and was awarded funds in support of the project. This IGA provides for FCDMC to reimburse the city 75% of the design and construction up to $500,000 in support of the proposed drainage improvements. This amendment will extend the expiration date of the IGA to June 30, 2027, to allow the construction to be completed.

Previous Related Council Action

On June 10, 2025, Council authorized the City Manager to enter into Amendment No. 2 to the Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) to extend the project completion date to June 30, 2026.

On May 14, 2024, Council authorized the City Manager to enter into Amendment No. 1 to the Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) to extend the project completion date to June 30, 2025.

On March 22, 2022, Council adopted Resolution R20-46 authorizing the City Manager to enter into an Intergovernmental Agreement with the Flood Control District of Maricopa County to cost share in the design and construction of the Royal Shadows Drainage Improvement Project.

Community Benefit/Public Involvement

The construction of the recommended improvements will greatly reduce the storm water from encroaching onto private property and facilitate runoff being contained within the City's right-of-way, drainage channel and storm drain system reducing the chance of flooding and damage for the subject residents and their properties.

Attachments

R26-69

IGA Amendment 3

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

RESOLUTION NO. R26-69

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT AMENDMENT NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (2022A005) FOR THE APOLLO GARDENS DRAINAGE IMPROVEMENT PROJECT.

WHEREAS, on July 1, 2022, City council previously approved the entering into of an Intergovernmental Agreement with the Flood Control District of Maricopa County (FCD 2022A005) (C22-0319), for financial assistance to the City to help reduce the flood hazard posed by the current condition of the property; and

WHEREAS, on May 14, 2024, 2024, City council previously approved the entering into of Amendment No. 1 to the Intergovernmental Agreement with the Flood Control District of Maricopa County (FCD 2022A005A) (C22-0319-1), to extend the project completion date to June 30, 2025; and

WHEREAS, on June 10, 2025, City council previously approved the entering into of Amendment No. 2 to the Intergovernmental Agreement with the Flood Control District of Maricopa County (FCD 2022A005A) (C22-0319-2), to extend the project completion date to June 30, 2025; and

WHEREAS, the City of Glendale and the Flood Control District of Maricopa County wish to further amend said Intergovernmental Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Contract Amendment No. 3 (C20-0319-3) to the Intergovernmental Agreement with the Flood Control District of Maricopa County (FCD 2022A005C) for the Apollo Gardens Drainage Improvement Project be entered into, which agreement is now on file in the office of the City Clerk for the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

(Signatures on following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

AMENDMENT NO. 3

to

Intergovernmental Agreement 2022A005

for the

Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction Management and Operation and Maintenance

of the

Apollo Gardens Drainage Improvements

between the

City of Glendale

and the

Flood Control District of Maricopa County

IGA FCD 2022A005C

Agenda Item _____

This Amendment No. 3, also known as Intergovernmental Agreement (IGA) FCD2022A005C to IGA FCD 2022A005 is entered into by and between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the "DISTRICT"), and the City of Glendale, a municipal corporation, acting by and through its Mayor and City Council, (the "CITY"). The CITY and the DISTRICT are collectively referred to as the PROJECT PARTNERS and as a PROJECT PARTNER.

This Amendment shall become effective as of the date it has been executed by all PROJECT PARTNERS.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by A.R.S. § 9-240(B), as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. On October 19, 2022 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2022R003 (C-69-23-013-X-00) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.

4. On April 20, 2022, the Board approved IGA FCD 2022A005 authorizing the DISTRICT and the CITY to cost-share in the Apollo Gardens Drainage Improvements (PROJECT).

5. On July 24, 2024, the Board approved Amendment 1 of IGA FCD 2022A005A authorizing a time extension for the Apollo Gardens Drainage Improvements (PROJECT).

6. On July 23, 2025, the Board approved Amendment 2 of IGA FCD 2022A005B authorizing a time extension for the Apollo Gardens Drainage Improvements (PROJECT).

7. Due to a delay in the construction start of PROJECT, the CITY has requested and the DISTRICT has agreed to extend the completion date from June 30, 2026 to June 30, 2027.

PURPOSE OF THE AGREEMENT

8. The purpose of this Amendment is to extend the PROJECT construction and funding from June 30, 2026 to June 30, 2027.

TERMS OF AGREEMENT

9. The PROJECT DESIGN AND CONSTRUCTION COST is estimated to be $613,000 but is subject to change without amendment to this Agreement.

10. The DISTRICT shall:

    8.1 Fund seventy-five percent (75%) of the PROJECT DESIGN AND CONSTRUCTION COST incurred and invoiced between July 1, 2023 and June 30, 2027, with the funding from the DISTRICT limited to a maximum of $500,000 in accordance with the DISTRICT's Small Project Assistance Program. The DISTRICT's current estimated funding share is $459,750.

11. The CITY shall:

    9.1 Fund the full PROJECT DESIGN AND CONSTRUCTION COST not reimbursed by the DISTRICT, making the CITY's estimated PROJECT DESIGN AND CONSTRUCTION COST share $153,250; and CITY will fully fund all PROJECT costs for any work completed and invoiced before July 1, 2023 or after June 30, 2027.

    9.2 Invoice the DISTRICT as follows:

        9.2.1 After the construction contractor has mobilized and then started construction activities, the CITY may invoice the DISTRICT for one-half (1/2) of its share of the PROJECT DESIGN AND CONSTRUCTION COST.

        9.2.2 Within thirty (30) days of completion of construction of the PROJECT, but no later than June 30, 2027, prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT DESIGN AND CONSTRUCTION COST incurred, if any, to date.

12. This Amendment IGA 2022A005C governs where terms conflict with the original IGA FCD 2022A005. However, the original IGA FCD 2022A005 is applicable unless specifically changed

by this Amendment. The paragraph numbering in this Amendment is coincidental and is not intended to indicate that these same numbered paragraphs in the original IGA FCD 2022A005 are being replaced in their entirety.

13. This Amendment shall expire either (a) one year from the date of execution by all PROJECT PARTNERS, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all PROJECT PARTNERS, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.

14. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the PROJECT PARTNERS, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

15. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more PROJECT PARTNERS, the PROJECT PARTNERS agree that this Agreement shall be renegotiated at the written request of either PROJECT PARTNER.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

_____
Chief Engineer and General Manager Date

Approved and Accepted:

By: _____
Chair, Board of Directors
Date

Attest:

By: _____
Clerk of the Board
Date

The foregoing Amendment No. 3 FCD 2022A005C to Intergovernmental Agreement FCD 2022A005 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____
General Counsel Date

CITY OF GLENDALE
A Municipal Corporation

Approved and Accepted By:

City Administrator Date

Attest:

By:

City Clerk Date

The foregoing Amendment No. 3 FCD 2022A005C to Intergovernmental Agreement FCD 2022A005 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Glendale under the laws of the State of Arizona.

City Attorney Date

AGENDA ITEM: 38.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

RESOLUTION NO. R26-70

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, AND THE TOWN OF WICKENBURG, ESTABLISHING THE WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM, TO PROVIDE A POOL OF OFFICERS AVAILABLE TO ASSIST IN RESPONDING TO INCIDENTS OF CIVIL DISTURBANCE, PUBLIC DEMONSTRATIONS, OR EVENTS INVOLVING LARGE CROWDS.
Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an updated Intergovernmental Agreement (IGA) with the Cities of Avondale, Buckeye, El Mirage, Goodyear, Peoria, Surprise, Tolleson, and the Town of Wickenburg to continue participation in the West Valley Investigative Response Team (WVIRT).

Background

In 2021, the Glendale City Council approved participation in the WVIRT through Resolution R21-16. The WVIRT was established to provide a coordinated, independent, and professionally managed investigative response to critical incidents involving law enforcement officers. This regional model enhances transparency, strengthens public trust, and ensures timely and consistent investigative practices across West Valley jurisdictions. This IGA provides a pool of specialized officers to assist with investigation, documentation, evidence gathering, and related functions in cases including, but not limited to officer-involved shootings, officer injuries, or other complex investigations.

The updated IGA incorporates:

- Extending the agreement term through July 1, 2031.
- Reaffirming workers' compensation responsibilities under A.R.S. § 23-1022(D) "Each employee's home agency… shall be solely liable for payment of workers' compensation benefits…"

These updates ensure the WVIRT remains aligned with current legal requirements.

The updated Intergovernmental Agreement (IGA) maintains the core structure of the West

Valley Investigative Response Team with minimal updates.

Analysis

Each participating agency must assign at least one sworn officer to serve as a WVIRT Member. These members are required to participate in all activations, meetings, trainings, and other duties necessary to support the team's mission.

WVIRT Members will continue to select two Team Leaders on an annual, rotating basis, with final approval by the Chiefs of the participating agencies. Team Leaders are responsible for coordinating training, facilitating communication, and identifying the Lead Investigator and Lead Agency during a WVIRT activation.

Any participating agency may request activation of the WVIRT. Once activated, the Team Leaders will designate the Lead Investigator and notify all WVIRT Members and the requesting agency. This structure ensures a consistent, independent, and timely response to critical incidents across the region.

Each agency remains responsible for all personnel costs, equipment, overtime, and other expenses associated with its participation. The agreement continues to prohibit administrative fees between agencies, preserving the collaborative nature of the partnership.

The IGA also maintains flexibility by allowing any Party to withdraw with 30 days' written notice.

Overall, the updated agreement preserves the cooperative framework that has guided WVIRT since 2021 and ensures operational consistency among participating West Valley agencies.

Previous Related Council Action

On April 13, 2021, the City Council adopted Resolution R21-16, authorizing the City Manager to enter into the original Intergovernmental Agreement establishing the West Valley Investigative Response Team (WVIRT).

Community Benefit/Public Involvement

Continued participation in the WVIRT enhances the accuracy, independence, and timeliness of critical incident investigations. The regional approach promotes interagency cooperation, supports public confidence in investigative processes, and provides valuable training and experience for participating officers.

Attachments

R26-70

IGA WVIRT

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-70

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, AND THE TOWN OF WICKENBURG, ESTABLISHING THE WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM, TO PROVIDE A POOL OF OFFICERS AVAILABLE TO ASSIST IN RESPONDING TO INCIDENTS OF CIVIL DISTURBANCE, PUBLIC DEMONSTRATIONS, OR EVENTS INVOLVING LARGE CROWDS.

WHEREAS, the purpose of this Intergovernmental Agreement is to create a West Valley Mobile Field Force Response Team to coordinate response to incidents of civil disturbance, public demonstrations, or any event involving large crowds.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens that the Intergovernmental Agreement between the City of Glendale and the Cities of Avondale, Buckeye, El Mirage, Goodyear, Peoria, Surprise, Tolleson, and the Town of Wickenburg, establishing the West Valley Mobile Field Force Response Team, to provide a pool of officers who are available, upon request, to assist in responding incidents of civil disturbance, public demonstrations, or events involving large crowds be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary to enter into the Intergovernmental Agreement on behalf of the City of Glendale.

[Signatures on the following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
WEST VALLEY INVESTIGATIVE RESPONSE TEAM

This Intergovernmental Agreement is entered into pursuant to A.R.S. § 11-951, *et seq*. and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team ("WVIRT"). Upon invitation by the chief law enforcement officers ("Chiefs") of the then-existing members, any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. § 11-951 *et seq.* The participating agencies shall be collectively referred to as "WVIRT Agencies" or "Parties".

I. PURPOSE

The purpose of this Agreement is to create a WVIRT. The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident or "Critical Incident Investigation", including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-951 *et seq.,* A.R.S. § 13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one (1) sworn law enforcement officer to represent that Party on the WVIRT ("WVIRT Member"). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties of the identity of the individual selected to represent that Party as a WVIRT Member and shall further immediately inform the other Parties if and when such designation changes. In the event a primary

WVIRT Member is not available or as the situation dictates, a Party may provide officers not designated as WVIRT Members in support of a WVIRT Activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as "WVIRT Team Leaders", subject to final approval of "Chiefs" of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT Members shall appoint a replacement subject to final approval of "Chiefs" of the WVIRT Agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the WVIRT. Team. Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT ("Requesting Party"). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party ("WVIRT Activation").

Upon contact, Team Leaders shall identify the Party that shall serve as the "Lead Investigator" for the "Critical Incident Investigation." The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the "Lead Agency" during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which allege vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. Notwithstanding the foregoing, each employee's home agency, meaning the Party by which the employee is regularly employed and compensated, shall be solely liable for payment of workers' compensation benefits arising from any injury sustained during WVIRT activations, training, meetings, or any other activity conducted pursuant to this Agreement. No Party shall seek contribution or reimbursement from any other Party for workers' compensation benefits paid to its own employees.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. § 35-393 *et seq*., if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT Team Leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on the _____ day of _____, 2026.

CITY OF SURPRISE, an Arizona municipal corporation

By:_____
Patrick S. Banger
City Manager

ATTEST:

_____
Julie K. Bower
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Reviewed By:_____
Colby Brandt
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Glendale

By: _____
Michael D. Bailey
City Attorney

Date: _____

AGENDA ITEM: 39.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

RESOLUTION NO. R26-71

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, THE AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR A SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.
Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

This request seeks City Council approval to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with Tolleson Union High School District No. 214 (TUHSD). Under this agreement, one Glendale Police Officer will be assigned to Copper Canyon High School as a School Resource Officer (SRO) for the 2026–27 school year, from July 31, 2026, through May 28, 2027, with a tentative extension for June 2027 to support summer school operations.

Background

School Resource Officers have historically supported Glendale schools by serving as liaisons between the Police Department and school communities. From 1992 to 2010, SROs were regularly assigned to campuses, primarily through grant funding. Their presence strengthened crime prevention efforts, improved police-community relationships, and provided educational programming on topics such as peer pressure, child abuse, gang awareness, and drug prevention.

Although the program was paused in 2011 due to the loss of grant funding, several districts, including TUHSD, later reinstated SRO positions using district funds. In 2014, the state's School Safety Program established a competitive three-year grant cycle, enabling schools to apply for funding to support SRO positions.

Copper Canyon High School has consistently been awarded School Safety Program funding. The 2025–26 school year represented the final year of the previous three-year grant cycle. TUHSD has now been awarded funding for a new three-year School Safety Program cycle beginning in the 2026–27 school year.

To formalize the continued assignment of an SRO to Copper Canyon High School, an updated IGA must be executed annually between the City and TUHSD.

Analysis

Approval of this IGA will authorize the assignment of one Glendale Police Officer to Copper Canyon High School for the 2026–27 school year, the first year of a new three-year School Safety Program grant cycle. The officer will collaborate with school administration to enhance campus safety, reduce crime, and provide educational programming.

When school is not in session, the officer will perform regular police duties at a designated station as assigned by the Chief of Police or designee.

The District will reimburse the City $185,598.79 for the prorated salary and benefits of the SRO for the eleven-month school year, consistent with the terms outlined in the IGA.

Staff recommends adoption of the resolution authorizing the City Manager to enter into the IGA with TUHSD for the continued assignment of one SRO to Copper Canyon High School.

Previous Related Council Action

On June 24, 2025, City Council adopted a resolution authorizing the City Manager to enter into an IGA with TUHSD for the assignment of one Glendale Police Officer to Copper Canyon High School for the 2025-2026 school year.

Community Benefit/Public Involvement

The SRO program strengthens community trust, enhances school safety, and supports proactive crime prevention. By placing an officer on campus, the City fosters positive relationships between law enforcement, students, families, and school staff. The program provides mentorship, early intervention, and educational support, contributing to a safer and more connected community.

Attachments

R26-71
SRO IGA

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-71

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, THE AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR A SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with Tolleson Union High School District No. 214 be authorized for the assignment of one police officer at Copper Canyon High School during the 2026-27 school, plus one month of summer school in June 2027 if required, to aid in reducing crime on the school campus through education, positive interaction, and enforcement, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
FOR
SERVICES OF SCHOOL RESOURCE OFFICER

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2026, by and between the City of Glendale, a municipal corporation ("City"), and Tolleson Union High School District No. 214 ("District"), for Copper Canyon High School, 9126 West Camelback Road, Glendale, Arizona 85305 ("Schools") a political subdivision of the State of Arizona (City, District and School are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

A. The District has funding available through the School Safety Program Grant for school resource officer services at the School.

B. The City and the District desire to enter into an agreement whereby the City will assign one police officer to the School from July 31, 2026 to May 28, 2027, and tentatively for one month in June 2027 for summer school.

C. The police officer will work with and aid the School's administration and student population in reducing crime on the School campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

D. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of the Agreement shall be from the first day of the 2026-27 school year, July 31, 2026, to the last day of the school year, May 28, 2027, and tentatively for one month in June 2027 for summer school. During the days when Schools are not in session, the police officer shall perform their regular police duties at a station as determined by the Chief of Police or his/her designee.

2. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

3. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officer's certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

4. Cost. The annual salary and benefits for a school resource police officer prorated for the eleven-month school year is $185,598.79 for the 2026-27 school year. District shall pay the City $185,598.79 for one SRO Officer. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

5. Police Officer Responsibilities. The police officer's duties and responsibilities while at their assigned School shall be as follows:

   5.1 Serve as a liaison between the School and GPD.
   5.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   5.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   5.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   5.5 Enforce all applicable laws in a fair and consistent manner.
   5.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
   5.7 Educate the students and School personnel by providing 180 hours of relevant and informative educational programs.
   5.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   5.9 Maintain a high visible presence on and around campus.

6. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

6.1 Follow-up home visits when needed as a result of School related student problems.
6.2 Incentive programs approved by the Parties.
6.3 In response to off campus, but School related criminal activity.
6.4 In response to emergency police activities.
6.5 Mandatory GPD meetings.
6.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers' certification.
6.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

7. District Responsibilities.

7.1 The District will provide the police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
7.2 The School agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

8. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

9. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the officer's direct supervisor about any issues or concerns involving the officer. If there is an issue that cannot be resolved between the Principal or designee and the officer's direct supervisor, a District representative will communicate with the GPD Training Lieutenant or his/her superiors, as determined appropriate by the City.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

11. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

12. Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

13. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records comply at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

14. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

15. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

16. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

18. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

19. Non-discrimination. Both Parties agree 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.

20. E-Verify. District complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

21. 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.

22. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

If to CITY:	Glendale Police Department Attn: Police Chief Chris Briggs 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Tolleson Union High School District No. 214 Attn: Dr. Rosalva Lagunas-Kuauhtli, Ph.D. 9801 West Van Buren Street Tolleson, Arizona 85353
With a copy to:	Udall Shumway, PLC Attn: Jessica Sanchez 1138 N. Alma School Road, Ste. 101 Mesa, Arizona 85201

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

School District

_____
Jeremy Calles, Superintendent

Approved as to Form and within the powers and authority of the District:

_____
Legal Counsel for the District

AGENDA ITEM: 40.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

RESOLUTION NO. R26-72

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT APOLLO HIGH SCHOOL, GLENDALE HIGH SCHOOL, AND INDEPENDENCE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.
Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

Staff requests City Council approval to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with Glendale Union High School District (GUHSD). Under this agreement, three Glendale Police Officers will be assigned as School Resource Officers (SROs), one each, to Apollo High School, Glendale High School, and Independence High School for the 2026–27 school year, from August 10, 2026, through May 26, 2027.

Background

School Resource Officers have historically supported Glendale schools by serving as liaisons between the Police Department and school communities. From 1992 to 2010, SROs were regularly assigned to campuses, primarily through grant funding. Their presence strengthened crime prevention efforts, improved police-community relationships, and provided educational programming on topics such as peer pressure, child abuse, gang awareness, and drug prevention.

Although the program was paused in 2011 due to the loss of grant funding, several districts, including GUHSD, later reinstated SRO positions using district funds. In 2014, the state's School Safety Program established a competitive three-year grant cycle enabling schools to apply for funding to support SRO positions.

GUHSD has been awarded School Safety Project Grant funding to support SRO services at Apollo High School, Glendale High School, and Independence High School for the 2026–27 school year. To formalize the assignment of three SROs to these campuses, an updated IGA must be executed annually between the City and GUHSD.

Analysis

Approval of this IGA will authorize the assignment of three Glendale Police Officers to GUHSD high schools for the 2026–27 school year. The officers will collaborate with school administration to enhance campus safety, reduce crime, and provide educational programming and support.

When school is not in session, the officers will perform regular police duties at a designated station as assigned by the Chief of Police or designee.

The District will reimburse the City $170,025.74 per officer, totaling $510,077.22 for three SROs, consistent with the terms outlined in the IGA.

Staff recommends adoption of the resolution authorizing the City Manager to enter into the IGA with GUHSD for the continued assignment of three SROs, one each, to Apollo High School, Glendale High School, and Independence High School.

Previous Related Council Action

On June 24, 2025, City Council adopted a resolution authorizing the City Manager to enter into an IGA with GUHSD for School Resource Officer services during the 2025–26 school year.

Community Benefit/Public Involvement

The SRO program strengthens community trust, enhances school safety, and supports proactive crime prevention. By placing officers on campus, the City fosters positive relationships between law enforcement, students, families, and school staff. The program provides mentorship, early intervention, and educational support, contributing to a safer and more connected community.

Attachments

R26-72
SRO IGA

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-72

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT APOLLO HIGH SCHOOL, GLENDALE HIGH SCHOOL, AND INDEPENDENCE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with Glendale Union High School District be entered into for the assignment of one police officer at Apollo High School, one police officer at Glendale High School, and one police officer at Independence High School during the 2026-27 school year, to aid in reducing crime on the school campus through education, positive interaction, and enforcement, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
GLENDALE UNION HIGH SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICER

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2026, by and between the City of Glendale, a municipal corporation ("City"), and, Glendale Union High School District ("District"), for Apollo High School, 8045 North 47th Avenue, Glendale, Arizona 85302, Glendale High School, 6216 West Glendale Avenue, Glendale, Arizona 85301, and Independence High School, 6602 North 75th Avenue, Glendale, Arizona 85303 ("Schools") a political subdivision of the State of Arizona (City, District and School are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

A. The District has funding available through the School Safety Project Grant for school resource officer services at the Schools.

B. The City and the District desire to enter into an agreement whereby the City will assign one police officer to each School from August 10, 2026, to May 26, 2027.

C. The police officers will work with and aid the School's administration and student population in reducing crime on the School campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

D. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of the Agreement shall be from the first day of the 2026-27 school year, August 10, 2026, until the last day of the school year, May 26, 2027. During the days the Schools are not in session, the police officers shall perform their regular police duties at a station as determined by the Chief of Police or his/her designee.
2.

3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. The annual salary and benefits for each School Resource Officer is estimated at $170,025.74, prorated for the ten-month school year. District agrees to pay the City $170,025.74 per officer for the ten-month school year. District agrees to pay City $510,077.22 in total for three (3) SROs. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

6. Police Officer Responsibilities. The police officer's duties and responsibilities while at their assigned School shall be as follows:

   5.1 Serve as a liaison between the School and GPD.
   5.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   5.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   5.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   5.5 Enforce all applicable laws in a fair and consistent manner.
   5.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
   5.7 Educate the students and School personnel by providing 180 hours of relevant and informative educational programs.
   5.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   5.9 Maintain a high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

6.1 Follow-up home visits when needed as a result of School related student problems.
6.2 Incentive programs approved by the Parties.
6.3 In response to off campus, but School related criminal activity.
6.4 In response to emergency police activities.
6.5 Mandatory GPD meetings.
6.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers' certification.
6.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

7.1 The District will provide the police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
7.2 The School agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.
7.3 The District shall provide $100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year.

9. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

10. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the officer's direct supervisor about any issues or concerns involving the officer. If there is an issue that cannot be resolved between the Principal or designee and the officer's direct supervisor, a District representative will communicate with the GPD Training Lieutenant or his/her superiors, as determined appropriate by the City.

11. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-

current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

12. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

13. Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

15. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

16. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

17. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

18. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

19. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

20. Non-discrimination. Both Parties agree 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.

21. E-verify. District complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

22. 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.

23. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

If to CITY:	Glendale Police Department Attn: Police Chief Colby Brandt 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Glendale Union High School District Attn: Amanda McAdams 7650 North 43rd Avenue Glendale, Arizona 85301
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington Street Phoenix, Arizona 853004

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

School District

Matthew Belden, Superintendent

Approved as to Form and within the powers and authority of the District:

Legal Counsel for the District

AGENDA ITEM: 41.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Phillip Martinez, Senior Planner
DEPARTMENT: Development Services

Subject

RESOLUTION NO. R26-73

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA25-05 FOR PROPERTY LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY.

ORDINANCE NO. O26-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY TEN ACRES LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY FROM SINGLE RESIDENCE - 8 PLANNED RESIDENTIAL OVERLAY (R1-8 PRD) TO PLANNED AREA DEVELOPMENT (PAD) FOR A DEVELOPMENT PLAN ENTITLED “WESTGATE PARC”; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING)
Presented by: Phil Martinez, Senior Planner, Development Services

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a Resolution to approve Minor General Plan Amendment Application GPA25-05 and an Ordinance to approve Rezoning Application ZON25-15 for a project titled Westgate Parc, located east of North 91st Avenue and north of Cardinals Way.

Background

General Plan Designation: The property’s land use designation is MDR 3.5 (Medium Density Residential 2.5 – 3.5 dwelling units per acre).

Zoning and Land Use: Single Residence - 8 Planned Residential Overlay (R1-8 PRD)and is the site of a former place of worship.

Property Location and Size: The property is located east of North 91st Avenue and north of Cardinals Way and is approximately 10 acres in size.

Project Details:

Per the applicant’s PAD Narrative, the proposed development consists of 78 fee-simple

duplex lots. The applicant's concept plan depicts the subdivision with a landscape buffer and a ring road, which largely forms the perimeter of the proposed subdivision. This design is the result of feedback from neighborhood meetings. The applicant's original design depicted two-story detached single-family homes along much of the site's perimeter, with duplexes in the interior. As the public expressed concerns about newer buildings being constructed too close to the existing homes in La Buena Vida subdivision, the applicant reconfigured the subdivision to increase the distance from the new residential units to the existing residential units.

The proposed development program and density is compatible with the subject property and the surrounding area. The development is proposed to be accessed from an arterial road (91st Avenue) and is across the street from an area that is largely designated with the General Plan Designation, Entertainment Mixed Use (EMU). The EMU Designation is intended for a wide range of uses, including multi-family developments, which requires a minimum density of 18 dwelling units per acre. The proposed duplex subdivision as an appropriate transition from detached single-family units (in the adjacent Buena Vida subdivision) to the higher intensities and densities across 91st Avenue, including, but not limited to, the State Farm Stadium, Westgate, and the VAI resort.

Analysis

General Plan Amendment Analysis

The subject property is within an area that is largely developed, while the subject property is currently underutilized. In addition, the proposed zoning describes a conceptual 78-lot duplex subdivision. As such, the proposed development is an infill development that offers residents a greater variety of housing in an area that is predominately detached single-family units and multi-family units.

Rezoning Analysis

Per the applicant's concept plan, in the attached PAD Narrative, the proposed development efficiently uses the existing, signalized intersection at 91st Avenue for the gated subdivision's entrance. In addition, the applicant designed the subdivision to form a ring road and a landscape buffer around the perimeter. This formation was in response to the general public's comments about proximity of existing houses to the proposed residential development. In addition, the proposed subdivision has an emergency-access only entrance located at the northern end of 90th Avenue. Staff finds that the standards that are proposed in the PAD are compatible with the subject property and the surrounding area.

Previous Related Council Action

The subject property has no past City Council land actions.

Community Benefit/Public Involvement

The applicant completed the required Citizen Participation Process, and all legal requirements were met for both Planning Commission and City Council Public meetings.

On June 6, 2025, the applicant mailed notification letters to property owners and interested parties, in accordance with Unified Development Code Section 35.6.202 – Common Procedures. C. Citizen Participation. In addition, the applicant conducted an in-person neighborhood meeting on June 23, 2025. On February 13, 2026, the applicant mailed notification letters for a second in-person, neighborhood meeting held on March 3, 2026.

The public that responded to the applicant's notification letter, sign posting, or neighborhood meeting inquired about various aspects of the proposed development, including traffic, ownership structure, and proximity of proposed houses to existing houses. The applicant's responses to the general public's inquiries are summarized in the attached Final Citizen Participation Report.

On May 28, 2026, city staff, in addition to the applicant, presented before the Planning Commission.

The Planning Commission recommended approval of GPA25-05 and ZON25-15, subject to the following stipulations:

Development shall be in conformance with the Westgate Parc PAD Narrative, date-stamped by the Glendale Planning Division on February 18, 2026.

Attachments

R26-73
O26-24
Planning Commission Staff Report
GPA & ZON Narrative
Final CP Report
Prop 207 Waiver
Pendergast Adequate School Certificate
TUHSD Adequate School Certificate
TIA Executive Summary
General Plan Map
Zoning Map
Aerial Map
PowerPoint Presentation

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

RESOLUTION NO. R26-73

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA25-05 FOR PROPERTY LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The General Plan Map of the City of Glendale, Arizona, is amended by approving General Plan Amendment GPA25-05, amending the General Plan Land Use Map from Medium Density Residential 2.5 – 3.5 du/ac (MDR 3.5) to Medium High Density Residential 5 - 8 du/ac (MHDR 8) for property located east of 91st Avenue and north of Cardinals Way.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bowers, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

ORDINANCE NO. O26-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY TEN ACRES LOCATED EAST OF 91ST AVENUE AND NORTH OF CARDINALS WAY FROM SINGLE RESIDENCE - 8 PLANNED RESIDENTIAL OVERLAY (R1-8 PRD) TO PLANNED AREA DEVELOPMENT (PAD) FOR A DEVELOPMENT PLAN ENTITLED "WESTGATE PARC"; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED.

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law, including publication of such notice in *The Arizona Republic* on May 6, 2026; and

WHEREAS, the City of Glendale Planning Commission held a public hearing on May 28, 2026, in zoning case ZON25-15 in the manner prescribed by law for the purpose of rezoning property located east of 91st Avenue and north of Cardinals Way from Single Residence - 8 Planned Residential Overlay (R1-8 PRD) to Planned Area Development (PAD); and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the city before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission recommended to the mayor and the council the zoning of property as described above and the mayor and the council desire to approve such recommendation to rezone the property described on Exhibit A to Planned Area Development (PAD) in accordance with the development plan currently on file with the planning division as of the date of this ordinance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located east of 91st Avenue and north of Cardinals Way and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from Single Residence - 8 Planned Residential Overlay (R1-8 PRD) to Planned Area Development (PAD).

SECTION 2. That the rezoning provided for is conditioned and subject to the following:

Development shall be in substantial conformance with Westgate Parc PAD Narrative, stamped, received February 18, 2026.

SECTION 3. The City of Glendale Zoning Map is amended by this ordinance to reflect the change in districts referred to and the property described in Section 1 above as shown in Exhibit B.

SECTION 4. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE PK NAIL MARKING THE SOUTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 00°01'47" EAST, A DISTANCE OF 2595.15 FEET;

THENCE SOUTH 00°01'47" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1218.41 FEET;

THENCE SOUTH 89°47'11" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°47'11" EAST, A DISTANCE OF 937.82 FEET;

THENCE SOUTH 00°01'47" EAST, A DISTANCE OF 525.03 FEET;

THENCE NORTH 89°47'11" WEST, A DISTANCE OF 688.53 FEET;

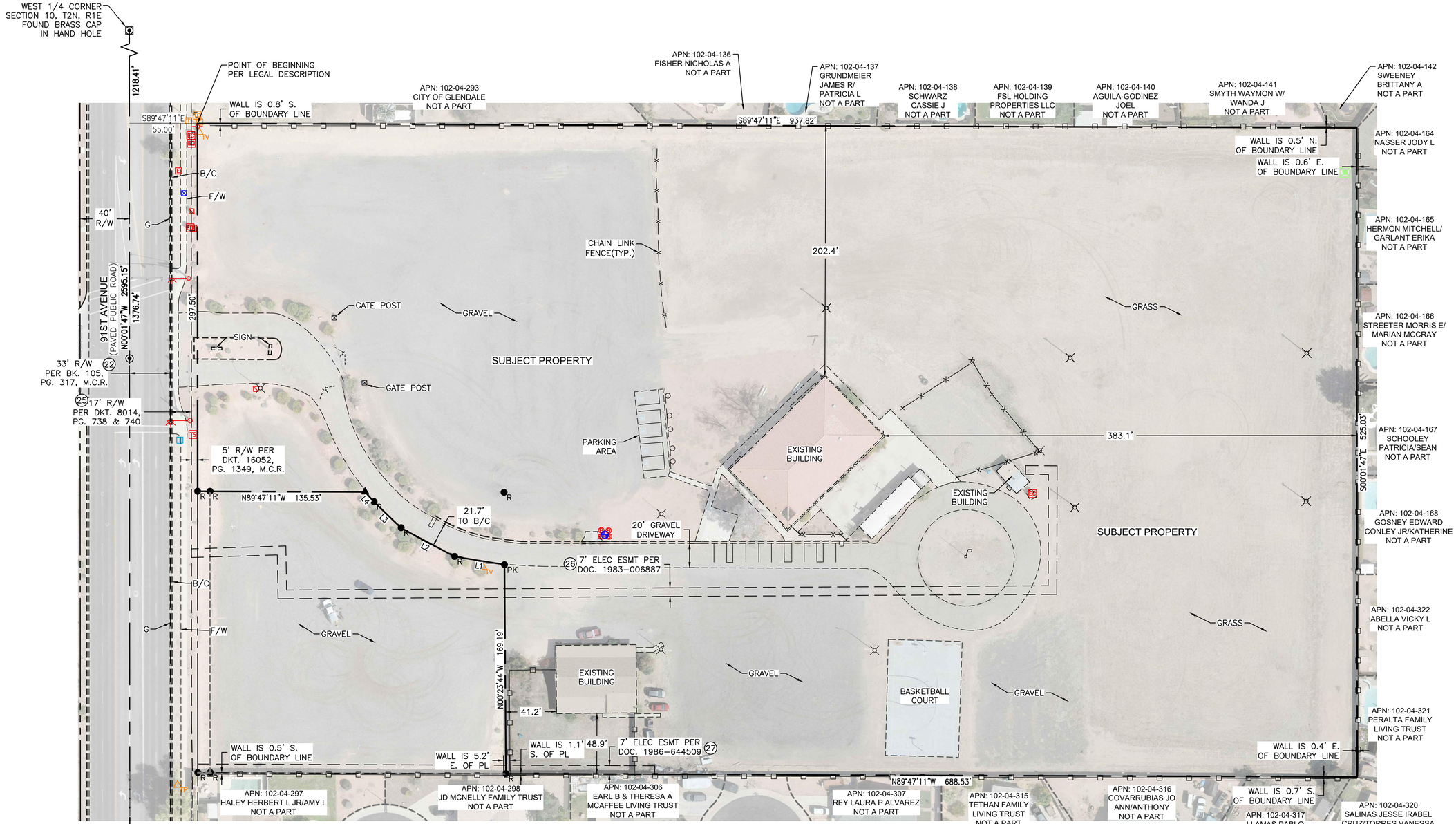
THENCE NORTH 00°23'44" WEST, A DISTANCE OF 169.19 FEET;

THENCE NORTH 80°51'21" WEST, A DISTANCE OF 40.80 FEET;
THENCE NORTH 61°52'44" WEST, A DISTANCE OF 49.18 FEET;
THENCE NORTH 46°00'50" WEST, A DISTANCE OF 30.44 FEET;
THENCE NORTH 41°54'41" WEST, A DISTANCE OF 10.70 FEET;

THENCE NORTH 89°47'11" WEST, A DISTANCE OF 135.53 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 55.00 FEET EASTERLY FROM SAID WEST LINE;

THENCE NORTH 00°01'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 297.50 FEET TO THE POINT OF BEGINNING.

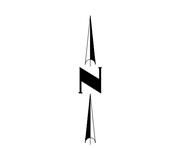
CONTAINING 440,226 SQUARE FEET OR 10.106 ACRES,
MORE OR LESS



LINE TABLE		
NO.	BEARING	LENGTH
L1	N80°51'21"W	40.80'
L2	N61°52'44"W	49.18'
L3	N46°00'50"W	30.44'
L4	N41°54'41"W	10.70'

LEGEND

APN	ASSESSOR PARCEL NUMBER		FOUND BRASS CAP IN HAND HOLE		JUNCTION BOX		BUILDING OUTLINE
B/C	BACK OF CURB	PK	FOUND PK-NAIL		ELECTRIC METER		EDGE OF PAVEMENT
ESMT	EASEMENT	R	FOUND REBAR		POWER POLE		PROPERTY LINE
F/W	FACE OF WALK		FOUND NAIL		POLE STREET LIGHT	-x-	FENCE
G	GUTTER		FLAGPOLE	EC	ELECTRIC CABINET		WALL
M.C.R.	MARICOPA COUNTY RECORDER		GATE - DOUBLE SWING		TRAFFIC SIGNAL POLE W/ MAST	(1)	SCHEDULE B ITEM NUMBER
R/W	RIGHT-OF-WAY		FIRE HYDRANT	TS	CATCH BASIN		
		T	TELEPHONE JUNCTION BOX		TRAFFIC PULL BOX		
		TP	TELEPHONE PEDESTAL		BOLLARD		



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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

GLENDALE CHURCH SITE

GLENDALE, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
5/9/25
Date Signed
RENEWAL: 6/30/2026

SHEET 2 OF 2

CVL Contact: J. VALLES

CVL Project #: 01-04326-01

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Printed By: KyleS Print Date: May 5, 2025 Filename: N:\04326\Survey\ALTA\VS.01 ALTA.dwg

PLANNING COMMISSION REPORT

CASE:	GPA25-05 & ZON25-15 WEST PARC NORTH OF WEST CARDINALS WAY AND EAST OF NORTH 91ST AVENUE
MEETING DATE:	05/28/2026
FROM:	Phillip Martinez, Senior Planner, Planning, pmartinez@glendaleaz.com,

SUBJECT

GPA25-05 & ZON25-15 - A request by Benjamin Tate on behalf of Withey Morris Baugh, PLC, representing West Valley Church of the Nazarene, Inc., for a Minor General Plan Amendment from Medium Density Residential 3.5 (2.5 - 3.5 dwelling units per acre) to Medium High Density Residential 8 (5-8 dwelling units per acre). In addition, a request to rezone from Single Residence - 8 Planned Residential Overlay (R1-8 PRD) to Planned Area Development (PAD). The site is located North of West Cardinals Way and East of North 91st Avenue, in the Yucca Council District.

Presented by: Phil Martinez, Senior Planner

REQUEST

Planning Commission to recommend amending the General Plan land use designation and Zoning classification for Westgate Parc (GPA25-05 and ZON25-15).

APPLICANT/OWNER

Benjamin Tate on behalf of Withey Morris Baugh, PLC, representing West Valley Church of the Nazarene, Inc.

REQUIRED ACTION

The Planning Commission must conduct a public hearing and determine if this request is in the best long-term interest of the neighborhood and consistent with the General Plan.

SUMMARY

The property is a former place of worship. Per the applicant’s narrative, the PAD is intended for a subdivision comprised of 78 duplex units.

BACKGROUND INFORMATION

General Plan Designation:

Medium Density Residential 3.5 (2.5 - 3.5 dwelling units per acre)

Zoning Classification:

Single Residence - 8 Planned Residential Overlay (R1-8 PRD)

Property Location and Size:

The subject property comprises approximately 10.11 acres on two parcels and is located North of West Cardinals Way and East of North 91st Avenue and is in the Yucca Council District.

History:

Per data obtained from the Maricopa County Assessor's Office, the property was developed in 1982. The site is the former West Valley Family Church. In addition, the property was rezoned to R1-8, with a Planned Residential Overlay, in 1984.

Project Details:

Per the applicant's PAD Narrative, the proposed development consists of 78 fee-simple duplex lots. The applicant's concept plan depicts the subdivision with a landscape buffer and a ring road, which largely forms the perimeter of the proposed subdivision. This design is the result of feedback from neighborhood meetings. The applicant's original design depicted two-story detached single-family homes along much of the site's perimeter, with duplexes in the interior. As the public expressed concerns about newer buildings being constructed too close to the existing homes in La Buena Vida subdivision, the applicant reconfigured the subdivision to increase the distance from the new residential units to the existing residential units.

The proposed General Plan designation, Medium High Density Residential 8 (5-8 dwelling units per acre, is compatible with the proposed PAD, which proposes a density of 7.72 dwelling units per acre. The PAD's proposed standards largely emulate the City's R1-4 zoning standards, however, attached single-family units (townhomes) are prohibited in this PAD.

The proposed development program and density is compatible with the subject property and the surrounding area. The development is proposed to be accessed from an arterial road (91st Avenue) and is across the street from an area that is largely designated with the General Plan Designation, Entertainment Mixed Use (EMU). The EMU Designation is intended for a wide range of uses, including multi-family developments, which requires a minimum density of 18 dwelling units per acre. Staff views the proposed duplex subdivision as an appropriate transition from detached single-family units (in the adjacent Buena Vida subdivision) to the higher intensities and densities across 91st Avenue, including, but not limited to, the State Farm Stadium, Westgate, and the VAI resort.

CITIZEN PARTICIPATION TO DATE:

Applicant's Citizen Participation Process:

On June 6, 2025, the applicant mailed notification letters to property owners and interested parties in accordance with Unified Development Code Section 35.6.202 – Common Procedures. C. Citizen Participation. In addition, the applicant conducted an in-person neighborhood meeting on June 23, 2025. On February 13, 2026, the applicant mailed secondary notification letters for a secondary in-person, neighborhood meeting. The second neighborhood meeting was conducted on March 3, 2026.

The public that responded to the applicant's notification letter, sign posting, or neighborhood meeting inquired about various aspects of the proposed development, including traffic, ownership structure, and proximity of proposed houses to existing houses. The applicant's responses to the general public's inquiries are summarized in the attached Final Citizen Participation Report.

Planning Commission Public Hearing:

A Notice of Public Hearing was published in The Arizona Republic on May 6, 2026. Notification postcards of the public hearing were mailed to applicable property owners and interested parties on May 1, 2026. The property notice was posted before May 8, 2026.

STAFF FINDINGS AND ANALYSIS

Required General Plan Amendment and Rezoning Findings:

Section 35.6.206(G) “Amendments to the General Plan” and Section 35.6.207(I) “Amendments to the Unified Development Code (Rezoning and Text Amendments)” of the Unified Development Code require the following findings to be met. Section 35.2.901(A)1-6 “Planned Area Development” of the Unified Development Code provides the intent of this zoning district.

The amendment is consistent with the policies and objectives of the rest of the General Plan; and

Staff Analysis:
Goal CRR-2: Infill development is a top priority.
Policy HE-2.3: The City should provide housing areas that allow homeowners to move up in home size, quality, and price.
Policy HE-3.5: The City should support adjustments to the housing mix based on demographic needs and economic changes within Glendale.

The subject property is an underutilized former place of worship within a largely developed area. The proposed GPA to Medium High Density Residential 8 and rezoning to PAD support an infill middle housing subdivision of 78 fee-simple duplex lots at a density of 7.72 dwelling units per acre, consistent with the MHDR 8 designation. The PAD standards largely emulate the City’s R1-4 district and comply with the Residential Design and Development Manual.

The proposed amendment furthers the public health, safety, and general welfare of Glendale's citizens.

Staff Analysis:
The proposed duplex subdivision addresses demographic and economic shifts in the area by introducing middle-housing in a corridor experiencing significant growth. The proposed gated entry at the existing signalized intersection at 91st Avenue, a perimeter ring road, landscape buffer, and emergency-access-only entrance at 90th Avenue reflect effective and safe use of land and circulation. An approved Traffic Impact Statement, Certificate of Adequate School Facilities, and the City’s Design Review process will ensure adequate utilities, transportation, drainage, and open space are provided.

If the amendment is to the Land Use Map, an additional finding must be made that the proposed change will be compatible with other land uses, existing or planned, in the vicinity.

Staff Analysis:
The proposed duplex development provides an appropriate density transition between the detached single-family homes in the adjacent La Buena Vida subdivision to the north, east, and south, and the higher-intensity Entertainment Mixed Use area to the west along 91st Avenue. In direct response to neighborhood concerns, the applicant reconfigured the subdivision to place the landscape buffer and ring road along the perimeter, increasing setbacks from existing homes. Development standards including a 30-foot maximum building height, a prohibition on attached townhomes, and 19% minimum open space relate the project’s scale to its surroundings (UDC §35.2.901.A.4). The stipulation requiring conformance with the Westgate Parc PAD Narrative (date-stamped February 18, 2026) makes these commitments binding conditions of approval.

If the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on businesses, persons, or properties adjacent to the requested amendment.

Staff Analysis:
Any conditions required to mitigate any adverse impacts on businesses, persons, or properties adjacent are stipulated in the proposed motions.

RECOMMENDATION

Should the Planning Commission recommend approval of GPA25-05 and ZON25-15, it should be subject to the stipulation in the staff report.

PROPOSED MOTION

Move to recommend approval of GPA25-05 and ZON25-15, subject to the following stipulation:

> Development shall be in conformance with the Westgate Parc PAD Narrative, date-stamped by the Glendale Planning Division on February 18, 2026.

Attachments
Approved GPA & PAD Narrative
Final CP Report
Prop 207 Waiver
Pendergast Certificate of Adequate School Facilities
TUHSD Certification of Adequate School Facilities
TIA Executive Summary
General Plan Map
Zoning Map
Aerial Map
PowerPoint Presentation

Westgate Parc

6115 N. 91st Avenue
Planned Area Development and Minor General Plan Amendment
Project Narrative

Received 2/18/2026

WITHEY MORRIS BAUGH

Development Team

Developer
D.R. Horton, Inc.
1890 S. Price Road Suite 200
Chandler, AZ 85286
Contact: Dan Bonow
DRBonow@drhorton.com

Representative
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Introduction

This application is being submitted on behalf of D.R. Horton, Inc., the proposed developer of approximately 10.11 gross acres on the east side of 91st Avenue between Rose Lane and Rovey Avenue in Glendale, Arizona (the "Property") as illustrated in the Aerial Map at **Tab 1**. The Property is currently zoned R1-8 PRD. See Zoning Map at **Tab 2**. The Property has a General Plan land use designation MDR 3.5 – Medium Density Residential 2.5 – 3.5 du/ac. See General Plan Map at **Tab 3**.

D.R. Horton seeks to redevelop this infill site as a Westgate Parc – a single-family attached residential community with seventy-eight (78) homes. The community is thoughtfully arranged into thirty-nine (39) two-story duplex townhomes carefully designed and configured to blend seamlessly with the surrounding single-family neighborhood. The proposed residential community is right-sized to meet the needs of the housing market surrounding the Westgate Entertainment District with an appropriate transitional density between the traditional single-family detached neighborhood that borders three sides of the Property and the high-intensity hub of activity to the west.

Request

This application requests the following:

1. Amend the General Plan Land Use Map designation *from* MDR 3.5 – Medium Density Residential 2.5 – 3.5 du/ac *to* MHDR 8 - Medium-High Density Residential 5.0 - 8.0 du/ac.
2. Rezone the Property from R1-8 PRD to Planned Area Development.

Site Background

The Property is an infill redevelopment site that straddles two different eras of growth and development in the City of Glendale. The church on the Property was originally constructed in 1982, prior to both the subdivision that now borders the site on three sides and massive entertainment, dining, and retail hub to the west consisting of State Farm Stadium and Westgate. At the time, the Property was surrounded by farmland and remained in that condition until 1989. Construction on the 397-lot La Buena Vida subdivision, which surrounds the property to the north, east, and south, began in late 1989 and was completed in 1993. The area remained predominantly residential and agricultural land uses until 2002, when construction commenced on the Cardinals football stadium, Coyotes hockey arena, and Westgate Entertainment District.

The development of the City's sports and entertainment district, which now consists of approximately 482 acres of development and includes a shopping, dining, and entertainment hub, an NFL stadium, an entertainment venue/arena, a conference and events center, multiple hotels, offices, and multiple residential communities, represented a seismic shift in the land use pattern in west Glendale. The growth in this area has had significant ripple effects, leading to the development of a major casino, a destination resort and theme park, and new residential communities in the immediate vicinity.

In this context, the Property poses significant challenges as an infill development site. Any new development must align with the modern development trends and patterns associated with

Westgate and State Farm Stadium, while also remaining compatible with the single-family community that surrounds the Property and predates the entertainment district. As detailed below, D.R. Horton's proposed residential community threads this needle with a thoughtfully designed community of 78 for-sale residences on the 10.11 gross-acre site.

Surrounding Land Uses		
	Existing Use	**Zoning**
North	Single-Family Residential La Buena Vida Subdivision	R1-8 PRD
East	Single-Family Residential La Buena Vida Subdivision	R1-8 PRD
South	Single-Family Residential La Buena Vida Subdivision	R1-8 PRD
West	State Farm Stadium Westgate Entertainment District	Planned Area Development

Minor General Plan Amendment Request

In order to facilitate the proposed development and align the proposed residential density with the appropriate land use designation in the City of Glendale's Envision 2040 General Plan, a Minor General Plan Amendment is requested as part of this application. The proposed amendment is an incremental shift from the existing MDR 3.5 designation, and simply reflects the changes in the residential housing market and the land use patterns adjacent to the site since the designation was first applied to this site in the 1990s.

In accordance with Table 1 in the General Plan, a request to amend the land use designation from MDR 3.5 to MDHR 8 for less than 160 acres in Area B (between 83rd Avenue and Highway 101) is categorized as a Minor General Plan Map Amendment. The proposed Minor General Plan Amendment is required to be consistent with the policies and objectives of the rest of the General Plan; and further the public health, safety and general welfare of the citizens of Glendale. As outlined below, this request meets many policies and objectives of the General Plan, including housing, socioeconomic and proximity to employment. In addition, this request furthers the public health, safety and general welfare for the surrounding area as the development will contribute to impact fees ensuring new developments pay for their proportional share of public services like police, fire, parks, and libraries. The proposed amendment meets many of the Goals and Objectives set forth in the Envision 2040 General Plan:

Goal HE-2: Glendale has a wide variety of housing types, styles, and options.

Policy HE-2.3: The City should provide housing areas that allow homeowners to move up in home size, quality, and price.

Policy HE-2.6: The City shall develop a comprehensive strategy for attracting a variety of housing opportunities, including higher-end and move-up housing markets.

The proposed Minor GPA aligns with the above policy goals by allowing the development of high-quality for-sale housing product that falls within what has often been referred to as the "missing middle" in the housing supply: housing opportunities that fall between traditional multi-family for-rent apartments and for-sale single-family detached residences. The proposed community offers a move-up opportunity for first-time home buyers seeking to both live within walking distance of the vibrant hub of activity at Westgate and also build equity in a home.

Goal HE-3: Glendale has housing options that meet the range of socioeconomic needs of the City's current and future residents.

Policy HE-3.5: The City should support adjustments to the housing mix based on demographic needs and economic changes within Glendale.

This goal/policy within the General Plan perfectly encapsulates the basis of this Minor GPA request. At the time the land use designation was established for the Property, the City of Glendale and the Phoenix MSA as a whole was experiencing a massive boom in suburban residential growth with enormous demand for new single-family detached homes. As this area of Glendale evolved and the Westgate entertainment district sprang up to the west of the Property, the land use patterns in this area permanently shifted. More importantly, the housing crisis that now exists across the Valley and the State inform the need for more housing – particularly on infill sites where developers can create new ownership opportunities with duplexes, townhomes and the like.

Goal HE-6: Residential areas relate to work places.

Policy HE-6.2: The City should encourage housing in close proximity to designated employment areas.

The entertainment district to the west employs an enormous workforce, as do many of the surrounding office parks and industrial developments at the periphery. The proposed development creates new home ownership opportunities for the local workforce, thereby shortening commutes, encouraging alternative forms of transportation, and promoting better work/life balance.

Planned Area Development Plan

A. Purpose and Overview

The purpose of the proposed PAD is to facilitate the development of a 78-lot single-family attached residential development with development standards that ensure the appropriate flexibility to meet the needs of this infill redevelopment site. The PAD will utilize the R1-4 zoning district for its base development standards, modified to meet the specific needs of the duplex-style single-family attached residences.

As illustrated in the Site Plan attached at **Tab 4**, the residences are arranged around the interior of a dual-looped private road that runs around the perimeter of the site. The configuration of the site plan was the result of considerable feedback from the surrounding residents obtained through a voluntary neighborhood outreach process prior to the filing of this application. Previous iterations of the site plan included two-story homes around the perimeter of the site, which garnered considerable feedback from the adjacent homeowners with concerns about the proximity, privacy, and loss of views. To address these concerns, the site plan was reconfigured to remove the perimeter homes entirely, concentrate the new residences in the interior of the site, and create a significant buffer around the perimeter of the site with a landscape tract and perimeter road. Additionally, the orientation of the homes, with front doors/driveways facing outward, further addresses resident concerns regarding privacy. The combined setback of the perimeter landscape tract, road, and front yard/driveway ensures that the second-story windows do not have a viewing angle into the surrounding backyards of the existing residents.

The proposed residential community has been carefully designed to ensure a comfortable transition and buffer with the existing neighborhood, while allowing residential density appropriate for the site with respect to current market needs and prevailing land use trends. The conceptual site plan strikes a thoughtful balance between the concerns of the existing residents and the housing needs of the immediate area and Glendale as a whole.

B. Permitted Uses

Permitted uses for this PAD shall conform with the table below.

Table A

PAD Permitted Use Table	
Urban Agriculture, Noncommercial	Conditional Use
Dwelling, Duplex	Permitted
Dwelling, Single-Family Attached	Not Permitted
Dwelling, Single-Family Detached	Permitted
Dwelling, Modular Home	Permitted
Residential Care Home	Permitted
Model Home Complex	Permitted
Short-Term or Vacation Rental	Permitted
Cemetery or Mausoleum	Requires Special Use District
Community Playfields and Parks	Permitted
Community Recreation Center	Permitted
Country Club	Permitted

Golf Course	Requires Special Use District
Government Offices and Civic Buildings	Permitted
Place of Worship	Permitted
Private Schools, Colleges, and Universities; without Dormitories	Conditional Use
Utility Facility and Service Yard, Major	Requires Special Use District
Utility Facility, Minor	Permitted
Wireless Facility (Including Tower and Supporting Facilities)	Permitted
Commercial Entertainment, Outdoor	Requires Special Use District
Hotels, Resort	Requires Special Use District
Broadcast Tower	Requires Special Use District
Helistops or Heliports	Requires Special Use District
Resource Extraction and Processing	Requires Special Use District

C. Development Standards

As reflected in Table B below, the development standards for the proposed Planned Area Development are intended to facilitate the development of the Conceptual Site Plan at **Tab 4** by providing targeted relief and tailored standards for this specific residential community. Should a conflict exist between any provision in this PAD and the Glendale Unified Development Code, the PAD standards shall apply.

Table B

R1-4 Development Standards		
Regulation	**Base UDC Standards (R1-4)**	**Proposed UDC Standards (R1-4)**
Minimum Required Net Lot Area	4,000 SF	**2,700 SF**
Minimum Required Lot Width	40[1]	**30**
Minimum Required Setbacks	Front: 15-20 Feet[2] Side: 0-10 Feet[3] Rear: 15 Feet	**Front: 18 Feet** Side: 0-10 Feet[3] **Rear: 10 Feet**

	Within 35’ of the South Perimeter Property Line: N/A	Within 35’ of the South Perimeter Property Line: 15’
Lot Coverage	45% Maximum	**65% Maximum**
Building Height Maximum	30 feet	30 feet
Minimum Required Common Open Space	15%	**19%**
Landscape Areas	Lots within 35’ of South Perimeter Property line: Not Applicable	Lots within 35’ of South Perimeter Property line: Minimum fifteen (15) foot wide
Planting Specifications	**All landscape areas:** • A minimum of one tree and five shrubs (or groundcover subject to Table 4.100-5) per 400 square feet of landscape area. • No trees shall be permitted within a Public Utility Easement (PUE) **Use Buffers:** • A minimum of one screening tree per 25 linear feet of required buffer area **Street Frontage:** • A minimum of one tree and five shrubs (or groundcover subject to Table 4.100-5) per 30 linear feet of street frontage. • This minimum quantity of trees, shrubs, and vegetative groundcover shall be located in the street right-of-way landscaped area. Trees shall not be placed between the curb/gutter and a detached sidewalk. • Within the street right-of-way, no trees are to be planted within 25' of a street	**All landscape areas:** • A minimum of one tree and five shrubs (or groundcover subject to Table 4.100-5) per 400 square feet of landscape area. • No trees shall be permitted within a Public Utility Easement (PUE) **Use Buffers:** • A minimum of one screening tree per 25 linear feet of required buffer area **Street Frontage:** • A minimum of one tree and five shrubs (or groundcover subject to Table 4.100-5) per 30 linear feet of street frontage. • This minimum quantity of trees, shrubs, and vegetative groundcover shall be located in the street right-of-way landscaped area. Trees shall not be placed between the curb/gutter and a detached sidewalk. • Within the street right-of-way, no trees are to be planted within 25' of a street

	light pole. • Trees and shrubs may be clustered to improve visibility of signage and store fronts and should be placed in a manner that provides shade for pedestrians. • Reverse street frontage. All developments that back or side onto a street and which have a six-foot screening wall constructed on the property line shall install within the street right-of-way contiguous with the property one tree and three shrubs for every thirty (30) feet of such reverse street frontage. • Groundcover placed within sight visibility triangle areas should adhere to the "Drought Tolerant Groundcover Selection For COG ROW Sight Triangle Areas". **Parking Areas:** • A minimum of one tree and two shrubs per single landscape island • A minimum of two trees and four shrubs per double landscape island. • A minimum of one tree and three shrubs per 30 linear feet of landscape median.	light pole. • Trees and shrubs may be clustered to improve visibility of signage and store fronts and should be placed in a manner that provides shade for pedestrians. • Reverse street frontage. All developments that back or side onto a street and which have a six-foot screening wall constructed on the property line shall install within the street right-of-way contiguous with the property one tree and three shrubs for every thirty (30) feet of such reverse street frontage. • Groundcover placed within sight visibility triangle areas should adhere to the "Drought Tolerant Groundcover Selection For COG ROW Sight Triangle Areas". **Parking Areas:** • A minimum of one tree and two shrubs per single landscape island • A minimum of two trees and four shrubs per double landscape island. A minimum of one tree and three shrubs per 30 linear feet of landscape median.
Accessory Building Requirements	Section 35.3.200 of the Unified Development Code will regulate.	Section 35.3.200 of the Unified Development Code will regulate.
Parking	Section 35.4.000 of the Unified Development Code will regulate.	Section 35.4.000 of the Unified Development Code will regulate.
Outdoor Lighting	Section 35.4.400 of the Unified Development Code will regulate.	Section 35.4.400 of the Unified Development Code will regulate.

1. Lot width is measured at front setback.
2. Front setback shall be fifteen (15) feet to living area or for side entry garages and/or covered front porch. Front setback shall be twenty (20) feet for front entry garages and carports.
3. For Single-Family Attached uses, side yard setbacks with common walls may be zero (0) feet.

D. PAD Deviation Justification

The requested deviations for lot area/width, setbacks, lot coverage, and common open space are all interrelated and are aimed to solve a single, collective problem. The Property is an infill redevelopment site with a non-uniform shape that requires creative design solutions to address the physical constraints of the site. Neither the R1-4 district nor the R-2 district are a perfect fit for the proposed duplex townhome product, and while selection of the R1-4 base standards requires greater modification, it also establishes permitted uses and a scale of development more compatible with the surrounding area.

E. Landscape, Screening, and Walls

A Conceptual Landscape Plan for the proposed development is attached at **Tab 5**. All landscaping for the proposed development shall comply with Section 35.4.100 of the Unified Development Code, as amended over time. Landscaping shall be designed to complement the overall design theme for the site. All materials must be included on the most recent edition of the Phoenix Active Management Area Low Water Using Plant List.

Tree plantings in the perimeter landscape tract along the north, east, and south perimeter shall be designed to ensure adequate screening and privacy for the adjacent single-family residents. A variety of tree species, combined with a colorful combination of shrubs and groundcovers, will provide an overall landscape composition of appropriate scale to enhance the overall development and its visual impact on its surroundings. Plantings, types, locations and quantities will be required to conform with Table B.

A Conceptual Wall Plan is attached at **Tab 6**, illustrating the perimeter and interior wall design for the project. Screening, walls, and fences for the development will comply with Section 35.4.200 of the Unified Development Code. An entirely opaque, masonry wall, with a minimum height of 6 feet, shall be provided along the development's abutting property lines, as depicted.

PAD Findings

This request meets the PAD findings as follows:

1. **Encourage creative and effective use of land and circulation systems to accommodate changes in land development technologies.**

   The proposed development demonstrates an effective use of land through the redevelopment of an underutilized property, utilizes an existing signalized intersection, and provides ample internal circulation. The site plan contemplates 78 homes, an outdoor community amenity area, retention, emergency access, sidewalks, and appropriate buffering. Given the unique location and geometry of the Property, the proposed project balances best practices with existing conditions.

2. **Encourage residential development to provide a mixture of housing types and designs.**

   The proposed development includes single family attached duplex units, which provides diversity within an area with predominantly traditional single family homes. This new housing product will provide a new living opportunity for various lifestyles and stages of life.

3. **Encourage innovative development or redevelopment concepts for all land use types to provide a greater variety and intensity of uses.**

   The redevelopment of this underutilized property will provide a greater variety in housing product and act as a buffer for existing homes from more intense entertainment uses and arterial roadways to the west. This proposed PAD seeks relief from Euclidian zoning districts to allow for a thoughtful infill residential development.

4. **Provide a process which relates the urban design and scale of the project to the unique characteristics of the site.**

   As an infill development, the Property is impacted by land use patterns of the past while subject to development standards of the present. The Project is intended to provide additional housing that mitigates impacts to existing homes through maintaining a residential character with appropriate building heights, while acting as a buffer between more intense uses and the surrounding community.

5. **Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage, and common open spaces to serve the development and to minimize impact on existing or future adjacent development.**

   The development, as outlined by this narrative, will have access to adequate utilities, transportation, drainage, and open space. The transportation impact analysis for this project indicates that all studied intersections operate within an acceptable level of service. Additionally, pedestrian mobility will be enhanced through an on-site sidewalk network. On-site drainage is accommodated through two (2) retention basins located at the northeast of the project site. The project proposes 19% common area open space, exceeding the base zone requirements of 15%.

6. **Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.**

   As noted in the General Plan Amendment section of this narrative, this request is consistent with the policies and guidelines of the General Plan.

Architectural Design

As illustrated in the Conceptual Elevations attached at **Tab 7**, the proposed duplex townhomes will be developed in multiple architectural styles with a variety of materials to ensure that the community maintains a neighborhood feel. Pop-outs and recesses create movement in the facades along with awnings and overhangs – some masonry and wood, others metal – to provide architectural diversity along the internal street frontages. A mix of stacked stone and changes in color offer texture and visual interest to street facing elevations. The composition of these features creates visual diversity within the community, avoiding the monotony of a typical townhome development and creating a true neighborhood feel. The development is subject to the requirements of the City's Residential Design and Development Manual, as amended over time.

Sign Standards

Section 35.4.300 Signage of the Unified Development Code will regulate the applicable signage criteria/review, specifically utilizing the R1-4 Zoning District's signage regulations for this PAD.

Circulation and Access

Vehicular access to the site will be provided by the existing signalized access intersection at 91st Avenue. As illustrated on the Conceptual Circulation Plan at **Tab 8**, vehicles will enter off 91st Avenue and be provided with the option to continue ahead into the residential community via secured electronic gates, or turn into the adjacent property to the south, if and when the adjacent property develops, that is not included in this application. For motorists that turn into the development by mistake, a turnaround area is provided outside the electronic gates. The looped internal private drive providing access to the residences will be a 42-foot-wide tract consisting of a 32-foot-wide roadway section flanked by 5-foot sidewalks. See Street Section Exhibit at **Tab 9**.

Secondary emergency-only access is provided via the cul-de-sac at 90th Avenue to the south of the Property. Adequate contiguous right-of-way exists at the northern end of the cul-de-sac to provide emergency access, which will be secured via "crash gate" and landscaped with appropriately compacted decomposed granite and adjacent landscaping to provide a pleasant and attractive condition for adjacent residents.

Grading and Drainage

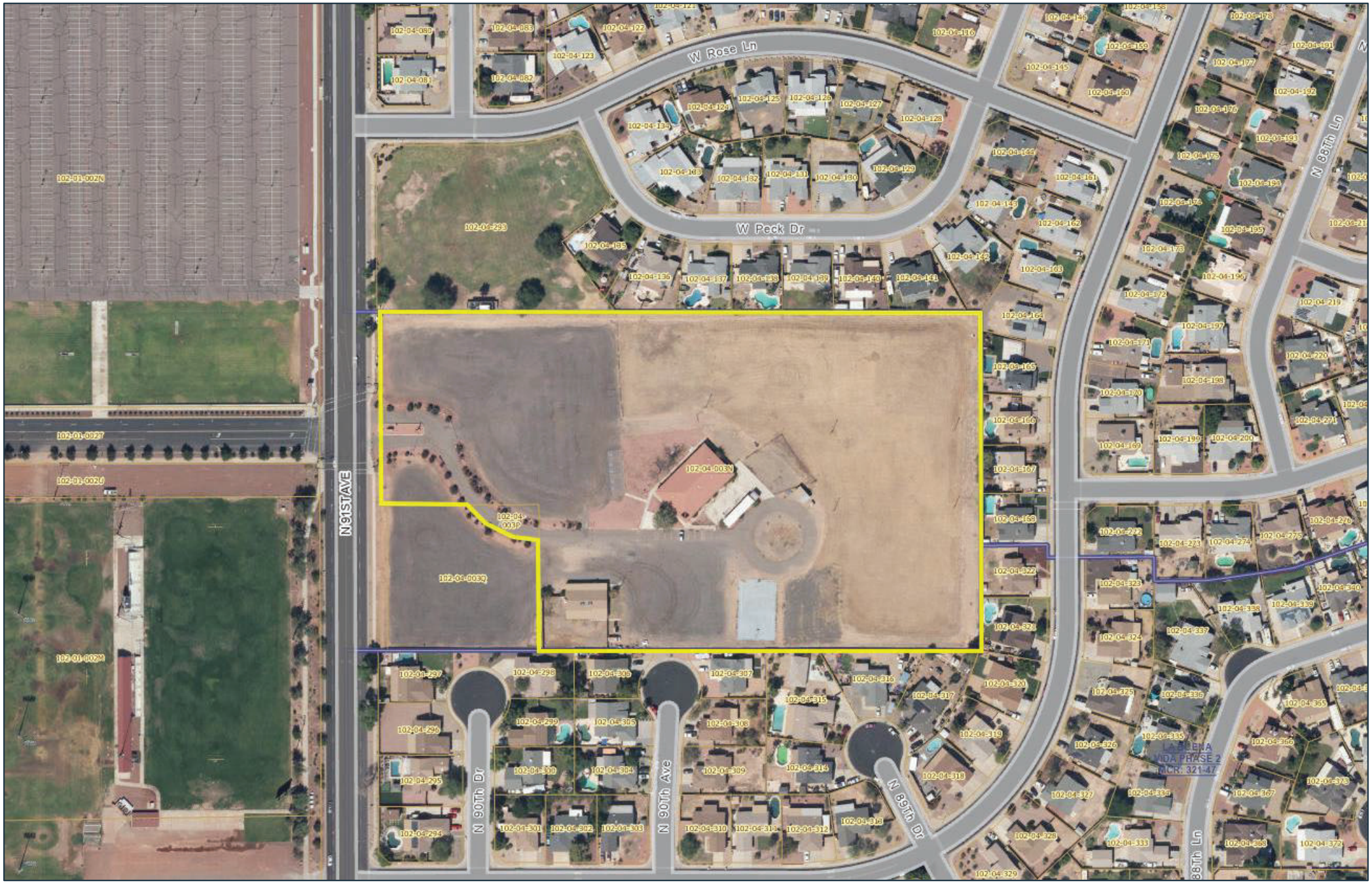
The grading and drainage for the site will be designed to retain the 100-year, 2-hour storm event in accordance with the City of Glendale drainage design guidelines. Storm drainage will be conveyed via internal drain or downspouts and overland flow to the streets where it will be conveyed into either catch basins or curb openings which will outfall to a combination of surface and/or underground retention areas. The required storage volume will dissipate within 36 hours via a combination of natural percolation and drywells. Any off-site drainage impacts to the site will be routed through the site in order to maintain its historical drainage pattern.

Summary

The proposed PAD is the ideal use of an infill parcel that is both surrounded by single-family homes and adjacent to the most intense commercial district in the City of Glendale. While it is not well-suited for new single-family detached development, the Property is perfectly positioned to create new home ownership opportunities in the missing middle. D.R. Horton has crafted a thoughtful and attractive residential community that appropriately balances the needs of existing residents, the prevailing land use patterns, and the realities of the current housing market.

TAB 1

Aerial Map



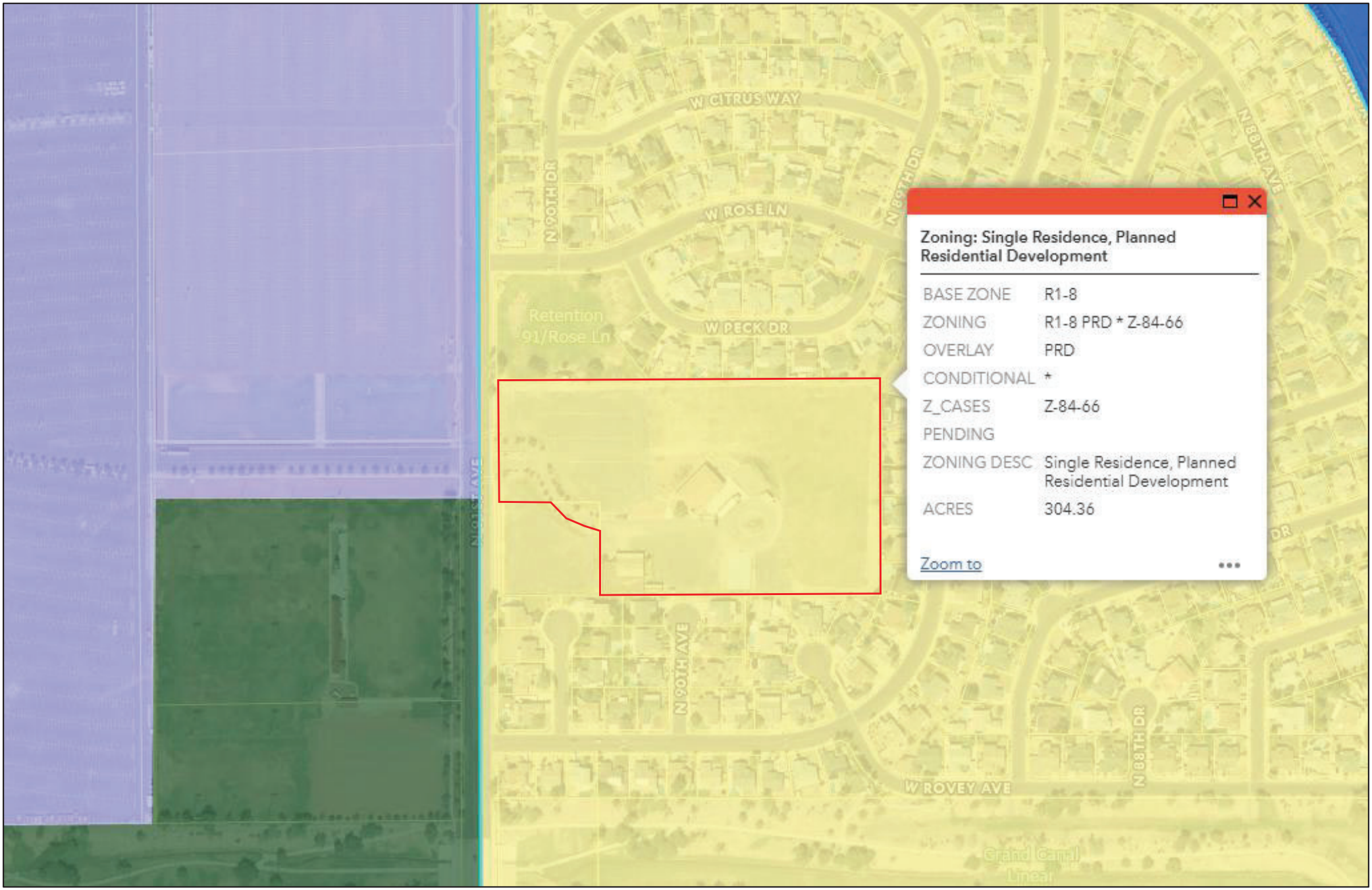
WITHEY MORRIS BAUGH

6115 N. 91st Avenue – Glendale, AZ

N

TAB 2

Zoning Map



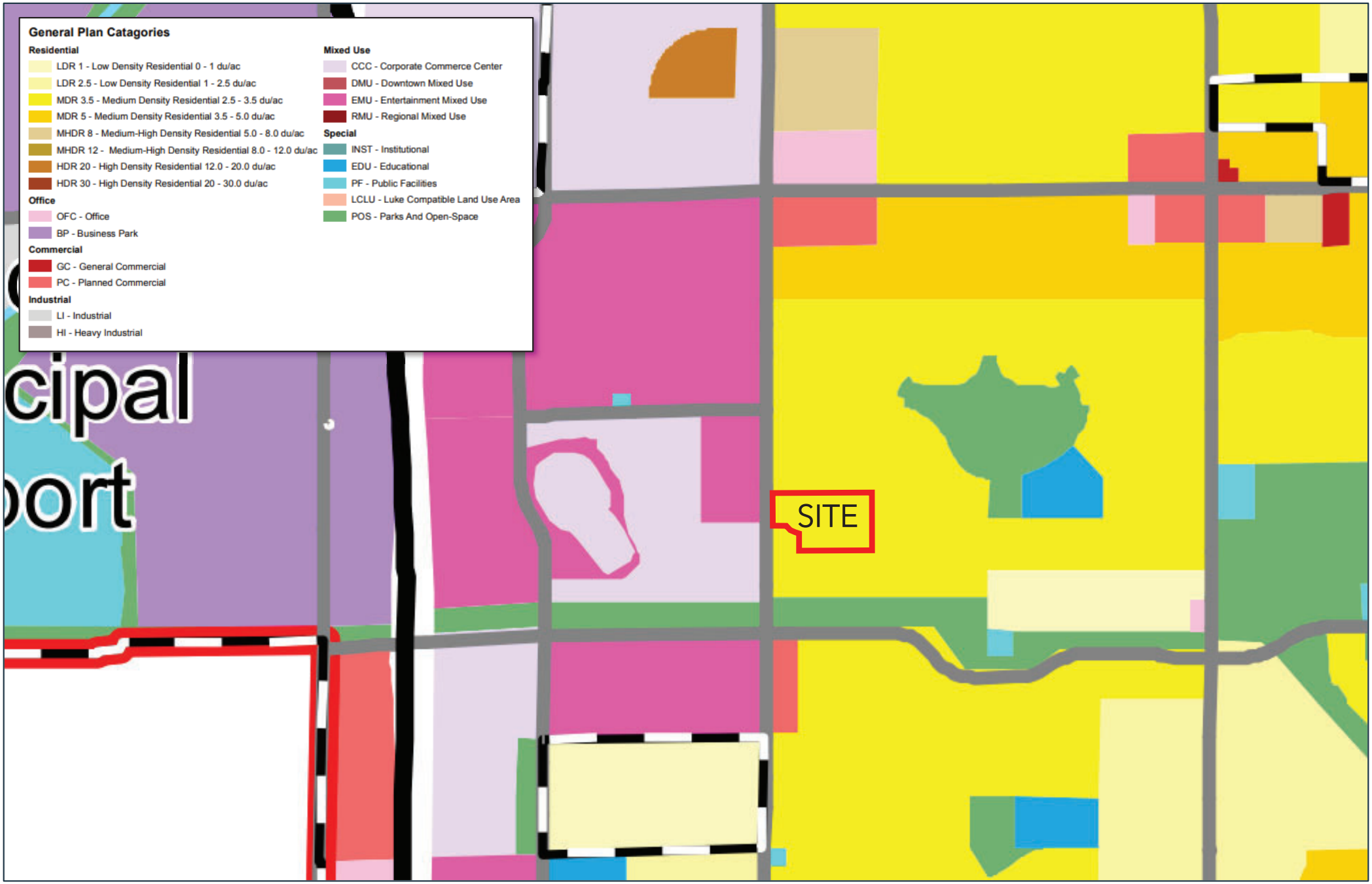
WITHEY MORRIS BAUGH

6115 N. 91st Avenue – Glendale, AZ

N

TAB 3

General Plan Map



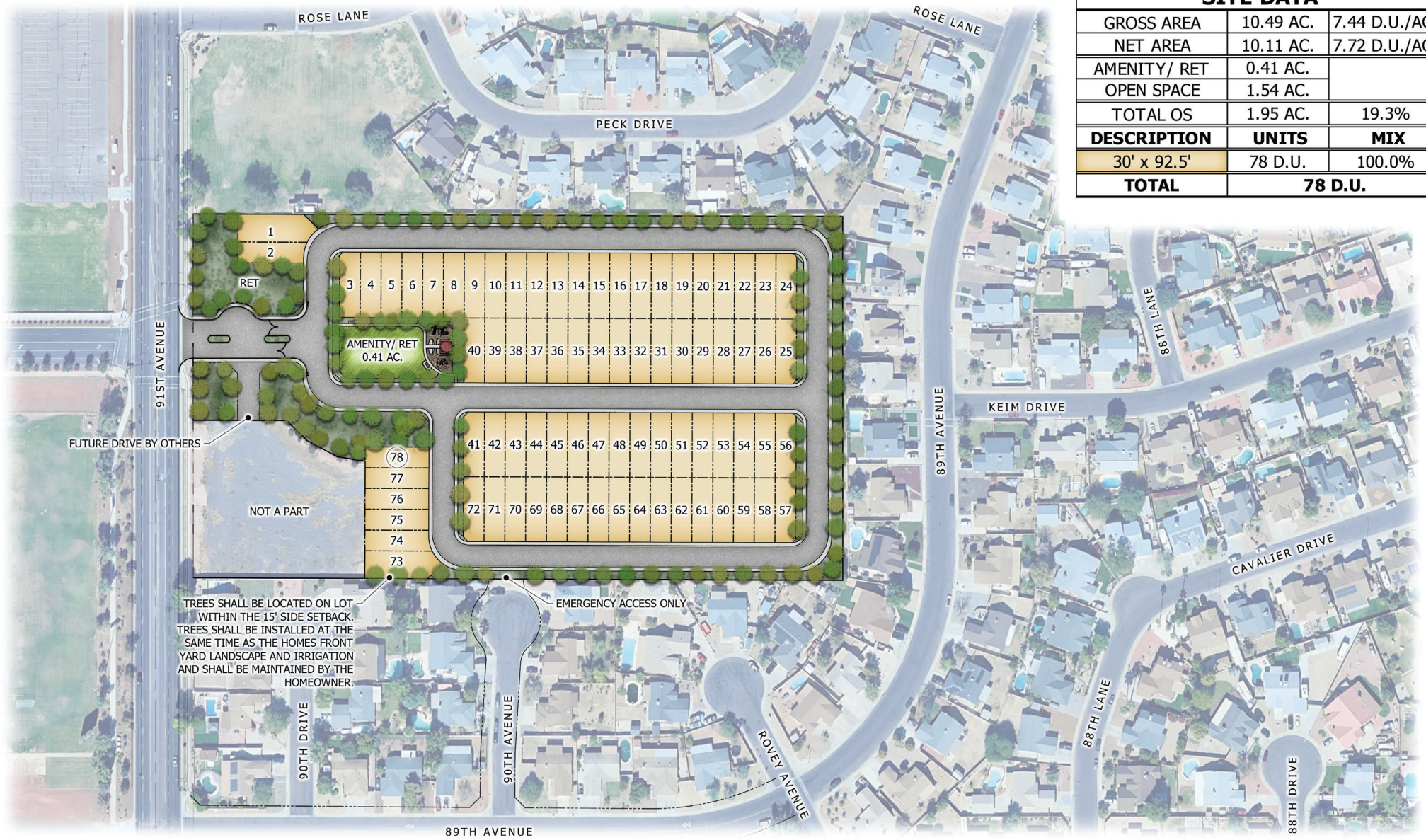
WITHEY MORRIS BAUGH

6115 N. 91st Avenue – Glendale, AZ

N

TAB 4

SITE DATA		
GROSS AREA	10.49 AC.	7.44 D.U./AC.
NET AREA	10.11 AC.	7.72 D.U./AC.
AMENITY/ RET	0.41 AC.	
OPEN SPACE	1.54 AC.	
TOTAL OS	1.95 AC.	19.3%
DESCRIPTION	**UNITS**	**MIX**
30' x 92.5'	78 D.U.	100.0%
TOTAL	**78 D.U.**	



D·R·HORTON America's Builder

91ST & ROVEY

Conceptual Site Plan

Plan Scale 1:60 Date:02-13-2026

ABLA

TAB 5



Plant Materials Legend



Tree

Acacia aneura
Mulga Acacia
Acacia willardiana
Palo Blanco
Caeselpinia cacalaco
Cascalote
Olea europaea 'Wilsonii'
Wilsonii Olive
Pistacia chinensis
Chinese Pistache
Quercus fusiformis
Escarpment Oak

Extra Large Shrubs	Size
Bougainvillea 'Rosenka' Rosenka Bougainvillea	5 gal.
Caesalpinia mexicana Mexican Bird of Paradise	5 gal.
Cordia parvifolia Little Leaf Cordia	5 gal.
Tecoma alata 'Orange Jubilee' Orange Jubilee	15 gal.

Large Shrubs	Size
Calliandra californica Red Fairy Duster	5 gal.
Cassia nemophila Desert Cassia	5 gal.
Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.

Medium Shrubs	Size
Eremophila glabra spp. carnosa Winter Blaze	5 gal.
Leucophyllum candidum 'Thunder Cloud' Thunder Cloud Sage	5 gal.
Rosmarinus officinalis Rosemary	5 gal.
Ruellia peninsularis Desert Ruellia	5 gal.

Small Shrubs	Size
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.
Olea europaea 'Little Ollie' Dwarf Olive	5 gal.

Groundcovers	Size
Eremophila prostrata Outback Sunrise Eremophila	1 gal.
Lantana sp. 'New Gold' Lantana	1 gal.
Lantana sp. 'New Red' Lantana	1 gal.

Cacti/ Accents	Size
Aloe hyb. 'Blue Elf' Blue Elf Aloe	5 gal.
Asclepias subulata Desert Milkweed	5 gal.
Dasylirion longissimum Toothless Desert Spoon	5 gal.
Hesperaloe funifera Giant Hesperaloe	5 gal.
Hesperaloe parviflora 'Yellow' Yellow Yucca	5 gal.

Inerts	Qty
No Symbol — Decomposed Granite; 2" deep 3/4" screened Color: Carmel	
Cobble See Detail X, Sheet LA7.X	
Midiron Sod See Detail X, Sheet LA7.X	
Concrete Header - 6" Wide See Detail X, Sheet LA6.X	

D·R·HORTON America's Builder

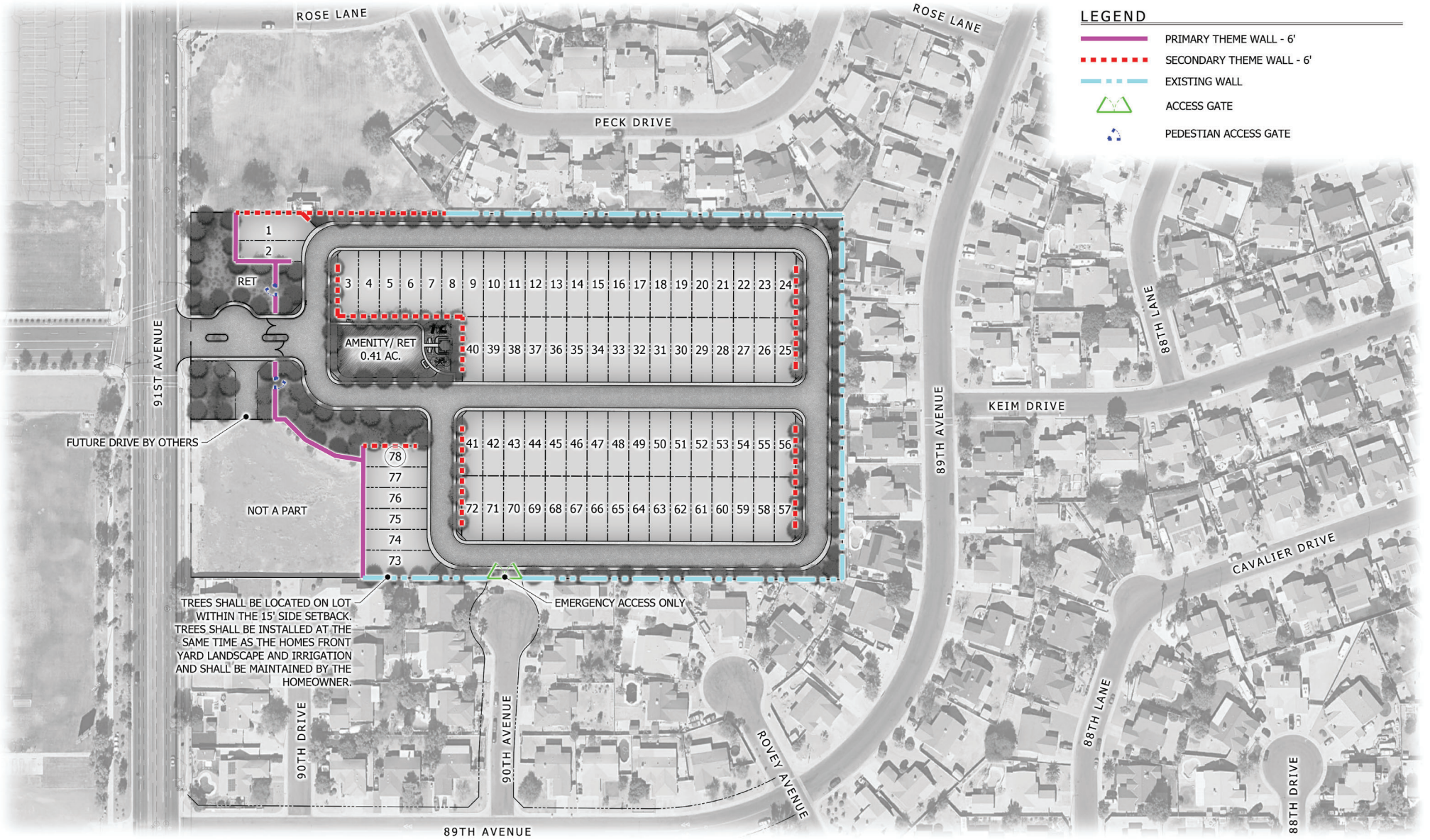
91ST & ROVEY

Conceptual Landscape Plan

Plan Scale 1:60 Date:02-13-2026

AB LA

TAB 6



D·R·HORTON America's Builder

91ST & ROVEY

Conceptual Wall Plan

Plan Scale 1 : 60 Date: 02-13-2026

ABLA

TAB 7

1,966 SQ. FT. | 4 Bed 2.5 Bath 2 Story 2 Car



Elevation C



Elevation D

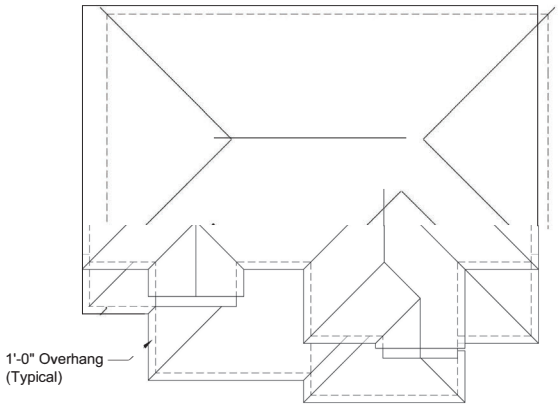
1,983 SQ. FT. | 3 Bed 2.5 Bath 2 Story 2 Car



Elevation C



Elevation D



Roof Plan
1/8" = 1'-0"



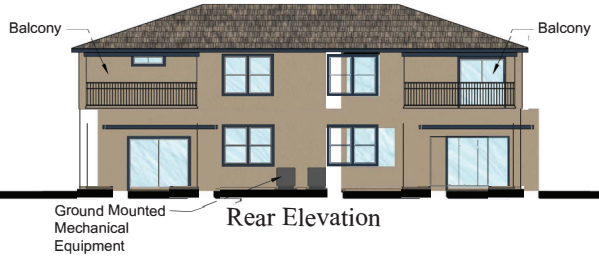
Front Elevation
1/4" = 1'-0"

Elevation Legend

- Stucco exterior - Spanish Lace
- Concrete Flat-Tile roof
- Roll-up garage doors
- Carriage lights
- Decorative metal awning
- Balconies
- 1'-0" eaves
- Recessed windows



Left Elevation



Rear Elevation



Right Elevation

Townhome - Plans 1 & 2 - Modern Elevation

91st Ave & Rovey

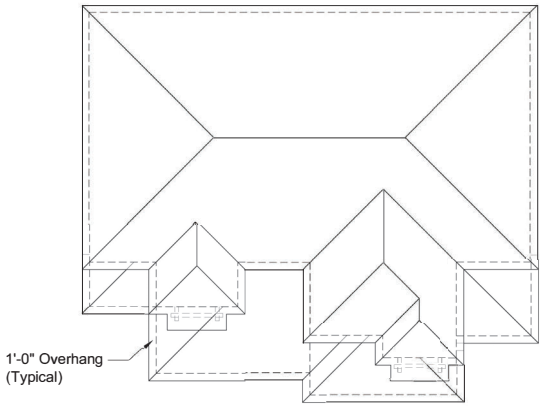
Glendale, Arizona

D·R·HORTON America's Builder

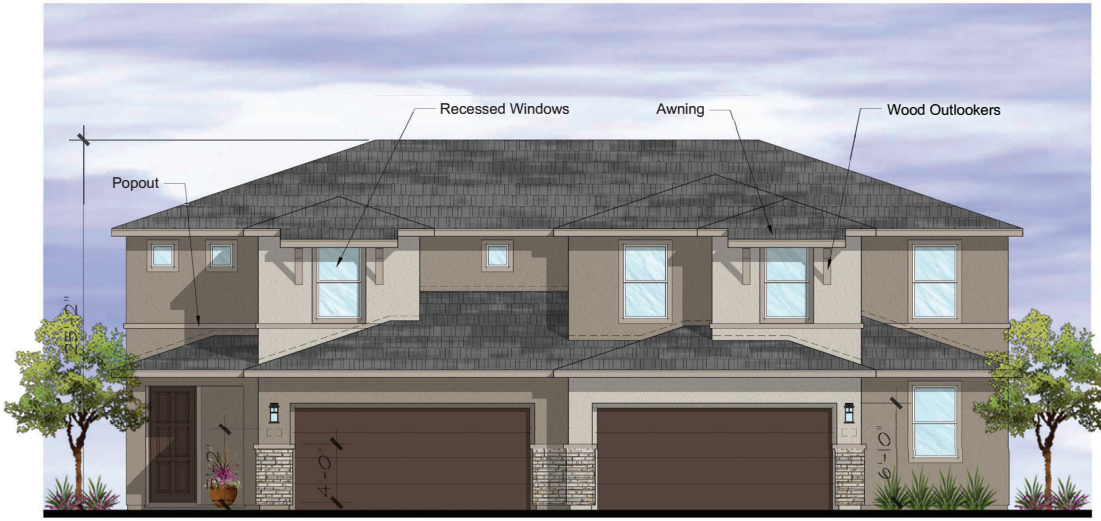
Design & Planning ID331

PH: 949.230.4537

PROJECT NO. 2022-000
08.08.2023



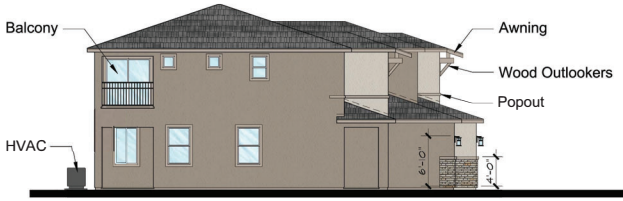
Roof Plan
1/8" = 1'-0"



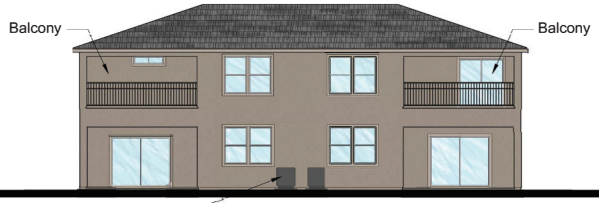
Front Elevation
1/4" = 1'-0"

Elevation Legend

- Stucco exterior - Spanish Lace
- Concrete Flat-Tile roof
- Roll-up garage doors
- Carriage lights
- Painted wood kicker details
- Brick accent
- Balconies
- 1'-0" eaves
- Recessed windows



Left Elevation



Rear Elevation



Right Elevation

Townhome - Plans 1 & 2 - Modern Desert Elevation

91st Ave & Rovey

Glendale, Arizona

D·R·HORTON America's Builder

Design & Planning ID331

PH: 949.230.4537

PROJECT NO. 2022-000
08.08.2023

Westgate Parc

Scheme - 1

Fascia/Trim

Stucco Base

Iron Detail

Entry Door

Stucco Accent

Garage Doors



Roof Tile



Stone Veneer

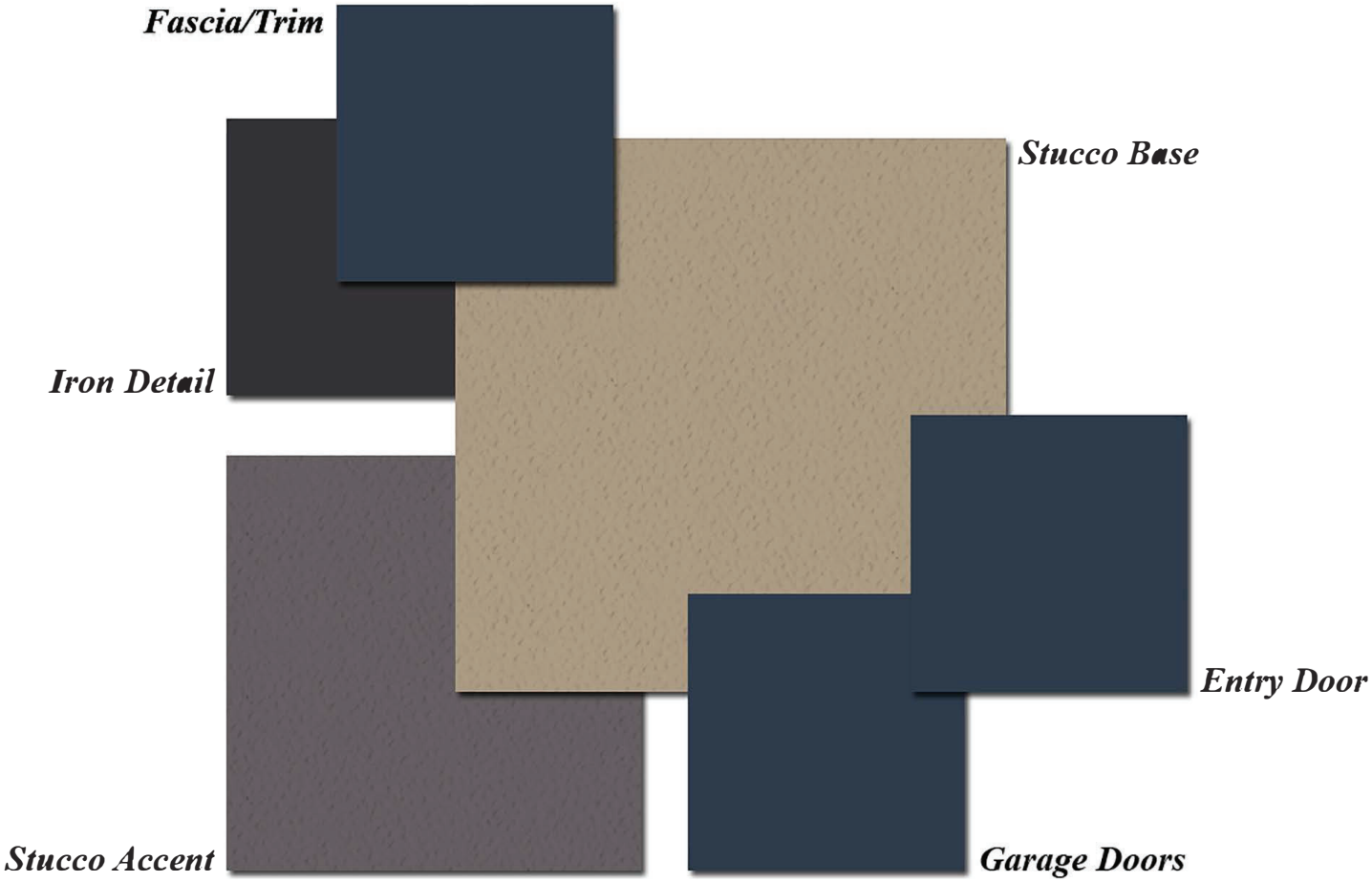
D·R·HORTON America's Builder

Printed colors may not be 100% accurate

Design & ID331 Planning

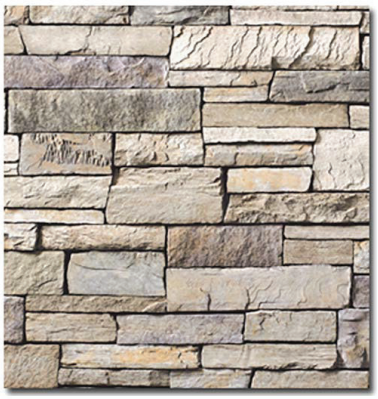
Westgate Parc

Scheme - 2





Roof Tile



Stone Veneer

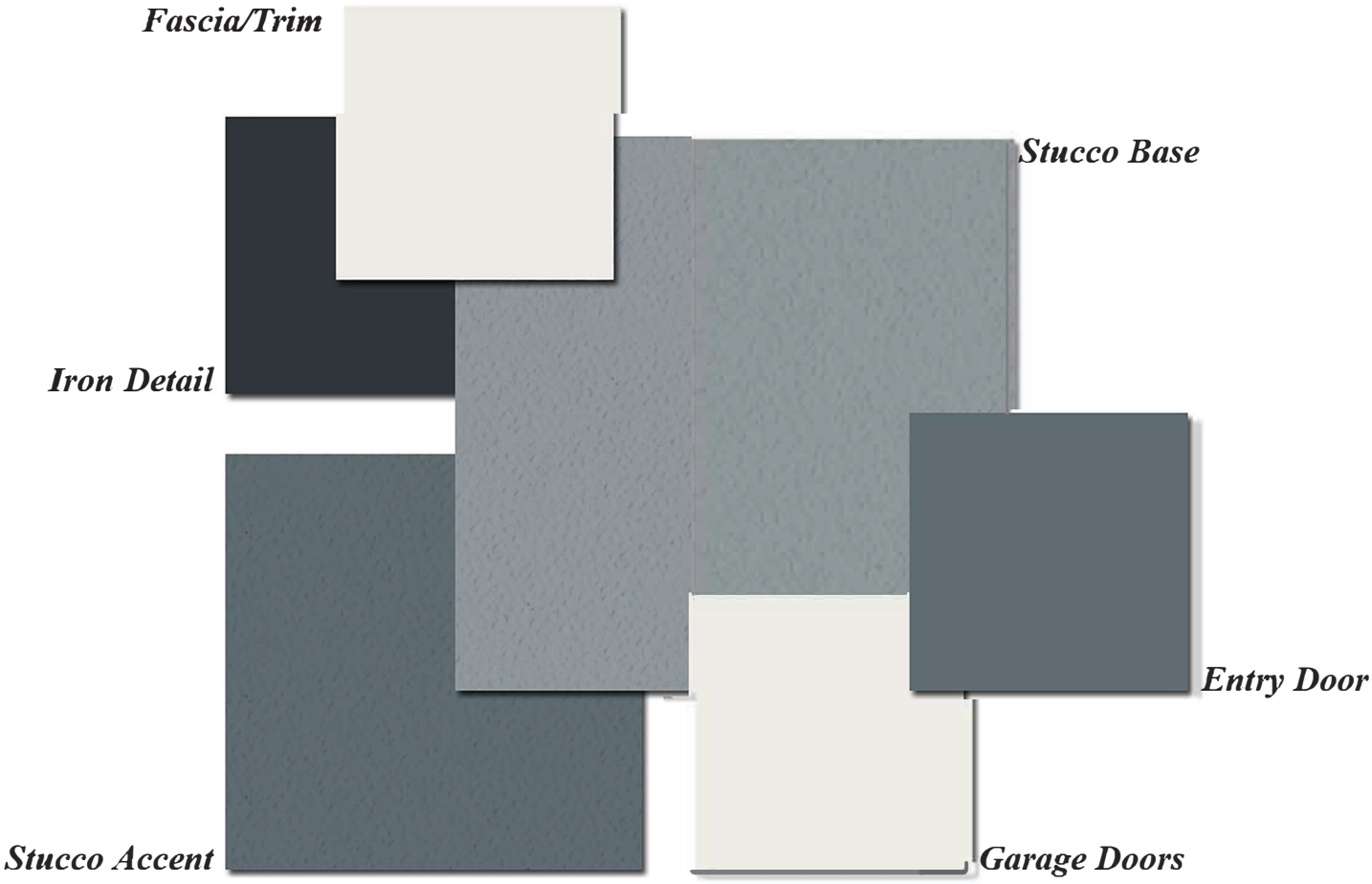
D·R·HORTON
America's Builder

Printed colors may not be 100% accurate

Design & ID331 Planning

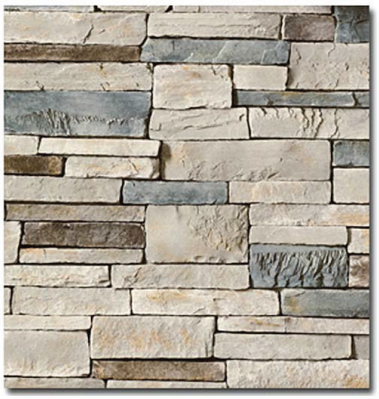
Westgate Parc

Scheme - 3





Roof Tile



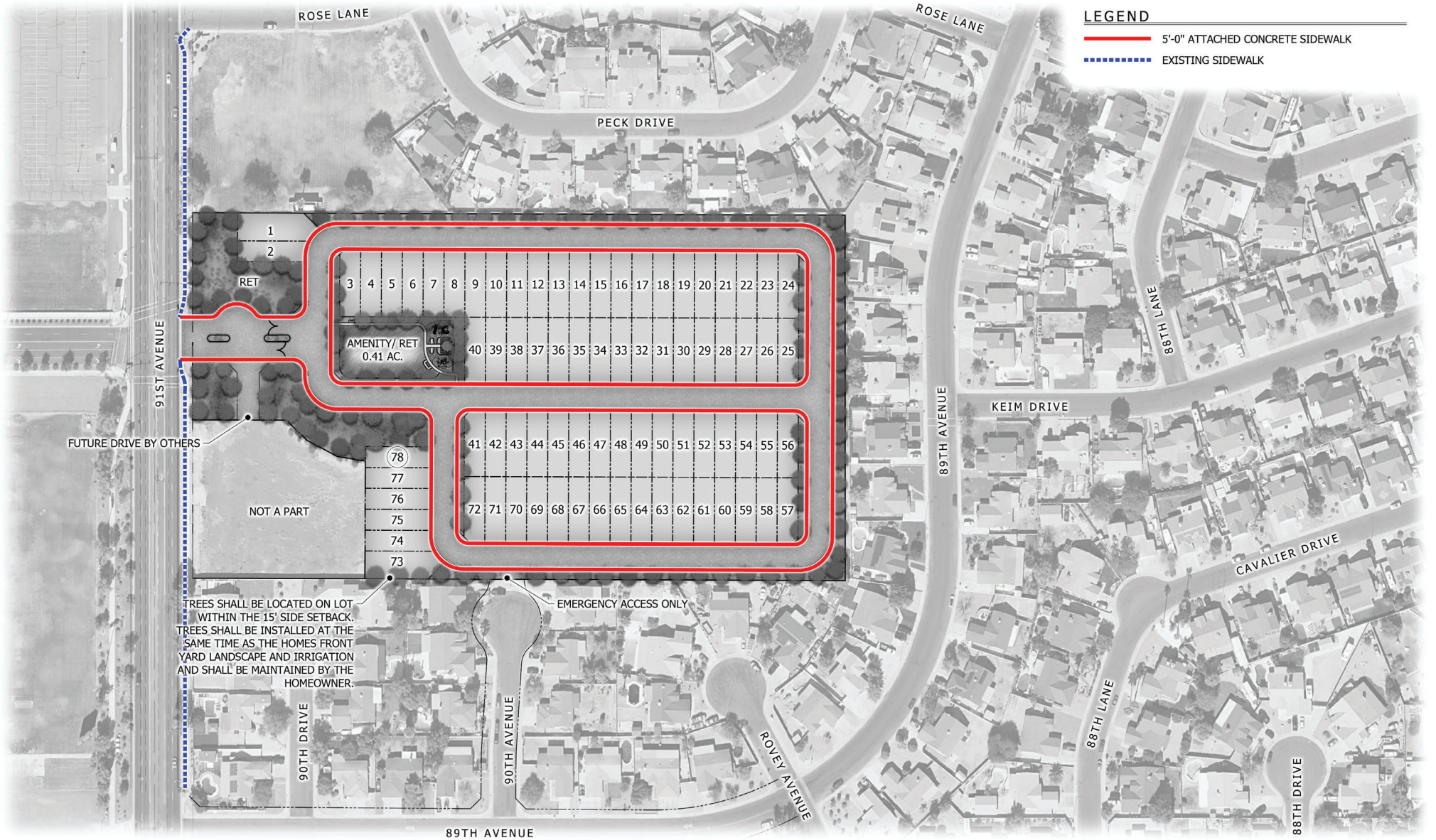
Stone Veneer

D·R·HORTON
America's Builder

Printed colors may not be 100% accurate

Design & ID333 Planning

TAB 8



D·R·HORTON America's Builder

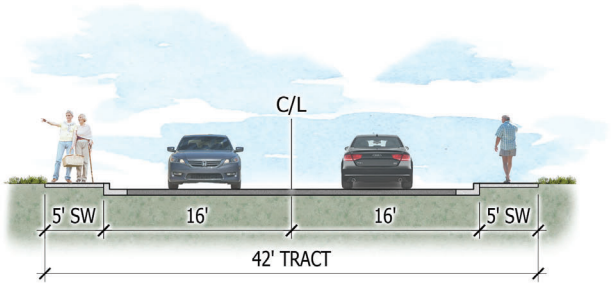
91ST & ROVEY

Conceptual Circulation Plan

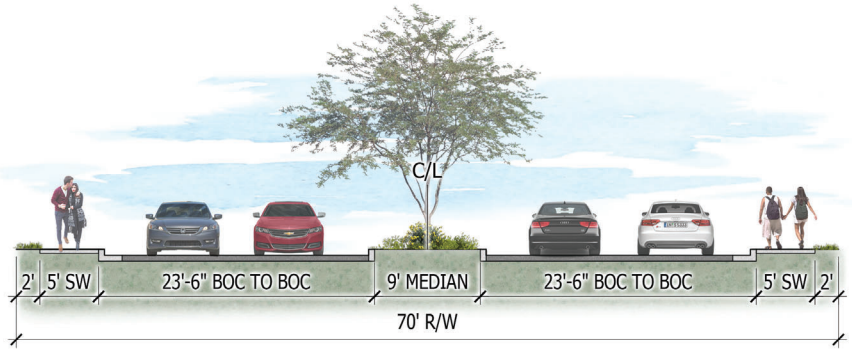
Plan Scale 1:60 Date:02-13-2026

ABLA

TAB 9



1 42' PRIVATE STREET



2 ENTRY ROAD

Master Development Plan Set

Land Development

No additional comments at this time.

Fire Review - Standard Comments

1.Applicable Fire Code – 2024 International Fire Code (IFC) with local amendments.

2.Fire Department Permit Checklist shall be filled out and submitted with each permit application. The check list may be found on the city web page with the commercial application form.

3.Fire Hydrants – Number and spacing shall comply with 2024 IFC.

4.Fire lanes shall be a minimum of 20 feet wide. See 2024 IFC Appendix D for specific conditions requiring additional fire lane width.

5.Deferred plans shall be listed as deferred on the cover sheet of plans. (Ex: Sprinkler, fire alarm, gates, etc.)

6.Fire Access plans shall be submitted and include the following: fire hydrant locations, FDC locations, fire lane width, turn radius, sprinkler riser room location, fire lane sign locations (see 2024 IFC Appendix D and detail G434), Aerial fire apparatus access road (buildings over 30 feet), hose pull distances, etc.

7.Fire sprinkler and alarm system shall comply with 2024 IFC and local amendments.

8.The water supply for the building shall comply with 2024 IFC Appendix B. A water supply test shall be provided to document the available water supply complies with Appendix B.

9.New buildings with unknow occupancy type or hazard classification shall comply with 2024 IFC Code Amendment Section 903.2.13 for fire sprinkler density (.495 gpm/2000 sq.ft.).

10.Gates shall comply with Regulation 503 Fire Access Gates.

SITE DATA		
GROSS AREA	10.49 AC.	7.44 D.U./AC.
NET AREA	10.11 AC.	7.72 D.U./AC.
AMENITY/ RET	0.41 AC.	
OPEN SPACE	1.54 AC.	
TOTAL OS	1.95 AC.	19.3%
DESCRIPTION	**UNITS**	**MIX**
30' x 92.5'	78 D.U.	100.0%
TOTAL	**78 D.U.**	

ROSE LANE

ROSE LANE

PECK DRIVE

1

2

RET

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

AMENITY/ RET
0.41 AC.

40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25

91ST AVENUE

FUTURE DRIVE BY OTHERS

78
77
76
75
74
73

NOT A PART

41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56

72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57

89TH AVENUE

KEIM DRIVE

88TH LANE

CAVALIER DRIVE

TREES SHALL BE LOCATED ON LOT WITHIN THE 15' SIDE SETBACK. TREES SHALL BE INSTALLED AT THE SAME TIME AS THE HOMES FRONT YARD LANDSCAPE AND IRRIGATION AND SHALL BE MAINTAINED BY THE HOMEOWNER.

EMERGENCY ACCESS ONLY

90TH DRIVE

90TH AVENUE

ROVEY AVENUE

88TH LANE

88TH DRIVE

89TH AVENUE

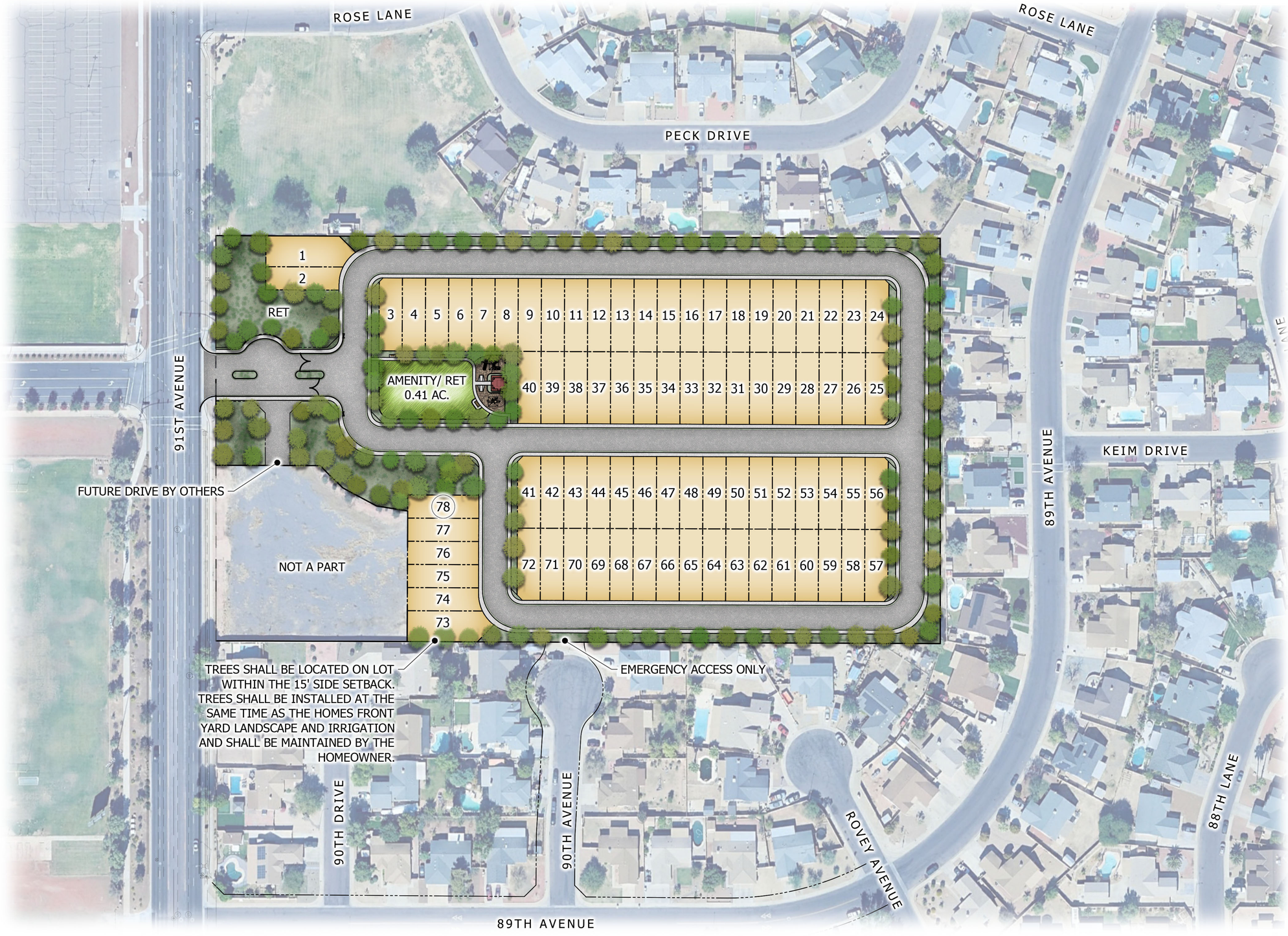
D·R·HORTON
America's Builder

91ST & ROVEY

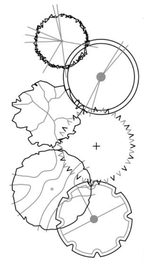
Conceptual Site Plan

Plan Scale 1:60 60' 120' 180' Date:02-13-2026

ABLA



Plant Materials Legend



Tree

- Acacia aneura — Mulga Acacia
- Acacia willardiana — Palo Blanco
- Caeselpinia cacalaco — Cascalote
- Olea europaea 'Wilsonii' — Wilsonii Olive
- Pistacia chinensis — Chinese Pistache
- Quercus fusiformis — Escarpment Oak

Extra Large Shrubs	Size
Bougainvillea 'Rosenka' — Rosenka Bougainvillea	5 gal.
Cm Caesalpinia mexicana — Mexican Bird of Paradise	5 gal.
Cordia parvifolia — Little Leaf Cordia	5 gal.
Tecoma alata 'Orange Jubilee' — Orange Jubilee	15 gal.

Large Shrubs	Size
Cr Calliandra californica — Red Fairy Duster	5 gal.
Cn Cassia nemophila — Desert Cassia	5 gal.
Li Leucophyllum langmaniae 'Lynn's Legacy' — Lynn's Legacy Sage	5 gal.

Medium Shrubs	Size
Eremophila glabra spp. carnosa — Winter Blaze	5 gal.
Lft Leucophyllum candidum 'Thunder Cloud' — Thunder Cloud Sage	5 gal.
Ro Rosmarinus officinalis — Rosemary	5 gal.
Rp Ruellia peninsularis — Desert Ruellia	5 gal.

Small Shrubs	Size
Ld Callistemon viminalis 'Little John' — Little John Bottle Brush	5 gal.
Olea europaea 'Little Ollie' — Dwarf Olive	5 gal.

Groundcovers	Size
Ep Eremophila prostrata — Outback Sunrise Eremophila	1 gal.
Y Lantana sp. — 'New Gold' Lantana	1 gal.
Lantana sp. — 'New Red' Lantana	1 gal.

Cacti/ Accents	Size
Aloe hyb. 'Blue Elf' — Blue Elf Aloe	5 gal.
Asclepias subulata — Desert Milkweed	5 gal.
Di Dasylirion longissimum — Toothless Desert Spoon	5 gal.
Hesperaloe funifera — Giant Hesperaloe	5 gal.
Hesperaloe parviflora 'Yellow' — Yellow Yucca	5 gal.

Inerts	Qty
No Symbol Decomposed Granite; 2" deep 3/4" screened Color: Carmel	
Cobble — See Detail X, Sheet LA7.X	
Midiron Sod — See Detail X, Sheet LA7.X	
Concrete Header - 6" Wide — See Detail X, Sheet LA6.X	

D·R·HORTON America's Builder

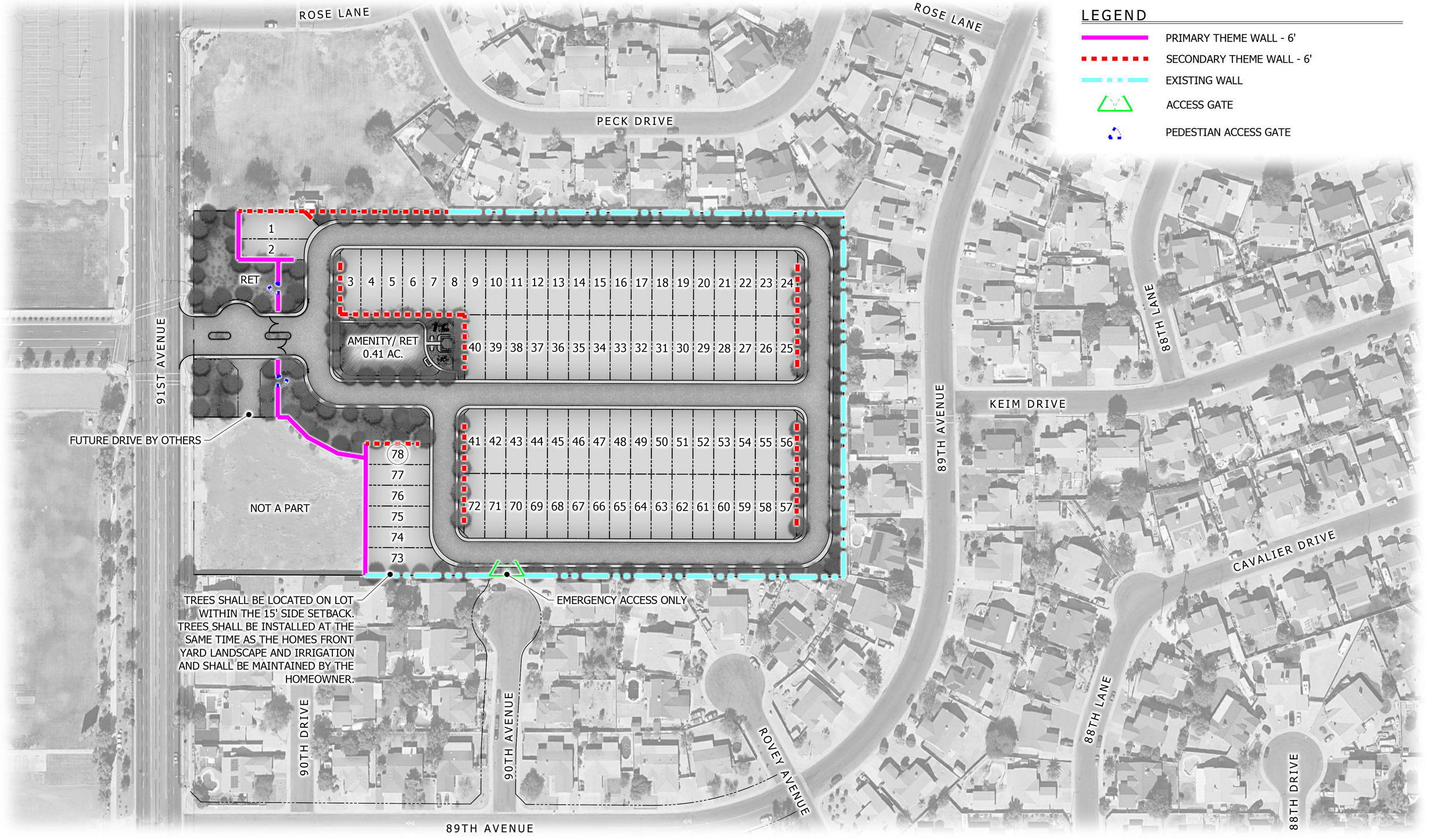
91ST & ROVEY

Conceptual Landscape Plan

N 60' 120' 180'

Plan Scale 1 : 6 0 Date:02-13-2026

AB LA



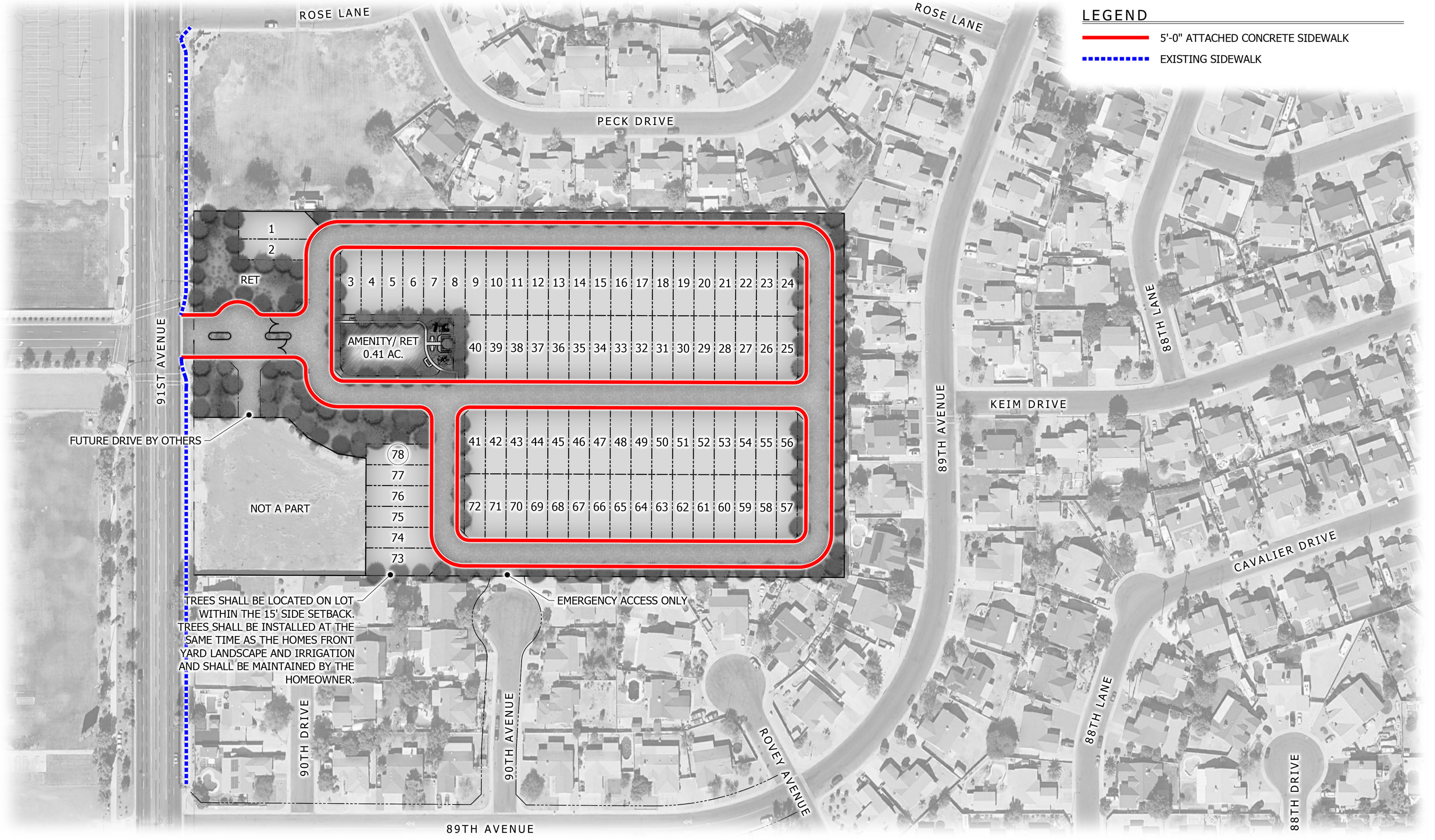
D·R·HORTON America's Builder

91ST & ROVEY

Conceptual Wall Plan

Plan Scale 1 : 6 0 60' 120' 180' Date:02-13-2026

ABLA



D·R·HORTON America's Builder

91ST & ROVEY

Conceptual Circulation Plan

Plan Scale 1 : 6 0 60' 120' 180' Date:02-13-2026

ABLA

OPEN SPACE DATA		
GROSS AREA	10.49 AC.	
NET AREA	10.11 AC.	
AMENITY/ RET	0.41 AC.	4.1%
OPEN SPACE	1.54 AC.	15.2%
TOTAL OS	1.95 AC.	19.3%

ROSE LANE

ROSE LANE

PECK DRIVE

91ST AVENUE

1

2

RET

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

AMENITY/ RET
0.41 AC.

40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25

FUTURE DRIVE BY OTHERS

78

77

76

75

74

73

NOT A PART

41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56

72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57

89TH AVENUE

KEIM DRIVE

88TH LANE

CAVALIER DRIVE

TREES SHALL BE LOCATED ON LOT WITHIN THE 15' SIDE SETBACK. TREES SHALL BE INSTALLED AT THE SAME TIME AS THE HOMES FRONT YARD LANDSCAPE AND IRRIGATION AND SHALL BE MAINTAINED BY THE HOMEOWNER.

EMERGENCY ACCESS ONLY

90TH DRIVE

90TH AVENUE

ROVEY AVENUE

89TH AVENUE

88TH LANE

88TH DRIVE

D·R·HORTON
America's Builder

91ST & ROVEY

Conceptual Open Space Plan

Plan Scale 1 : 6 0 Date:02-13-2026

60' 120' 180'

ABLA

PARKING DATA		
REQUIRED PARKING		
DESCRIPTION	SPACES PER UNIT	PARKING SPACES
30' X 92.5' DUPLEX (78 DU)	2	156
TOTAL REQUIRED		**156**

PROVIDED PARKING	
DESCRIPTION	PROVIDED PARKING SPACES
GARAGE PARKING	156
DRIVEWAY PARKING	78
ON-STREET PARKING	89
TOTAL PROVIDED	**323**

LEGEND

- REFUSE PICK-UP LOCATIONS
- DRIVEWAY LOCATIONS

ROSE LANE

ROSE LANE

PECK DRIVE

91ST AVENUE

89TH AVENUE

KEIM DRIVE

CAVALIER DRIVE

88TH LANE

88TH DRIVE

90TH DRIVE

90TH AVENUE

ROVEY AVENUE

1 2 RET

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

AMENITY/ RET
0.41 AC.

40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25

41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56

72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57

78 77 76 75 74 73

FUTURE DRIVE BY OTHERS

NOT A PART

TREES SHALL BE LOCATED ON LOT WITHIN THE 15' SIDE SETBACK. TREES SHALL BE INSTALLED AT THE SAME TIME AS THE HOMES FRONT YARD LANDSCAPE AND IRRIGATION AND SHALL BE MAINTAINED BY THE HOMEOWNER.

EMERGENCY ACCESS ONLY

D·R·HORTON America's Builder

91ST & ROVEY

Conceptual Parking Plan

Plan Scale 1 : 60 Date: 02-13-2026

60' 120' 180'

ABLA

Westgate Parc

GPA25-05 & ZON25-15

6115 N. 91st Avenue

Planned Area Development and Minor General Plan Amendment

Citizen Participation Final Report

City of Glendale
Development Services Department
Planning Division

☐ Failed
☐ Conditionally Approved
☑ Approved

pmartinez
BY

4/10/2026
DATE

WITHEY MORRIS BAUGH

Introduction

This Citizen Participation Report is for the approximately 10.11-acre property located at 6115 N. 91st Avenue, Glendale which is otherwise commonly known as Maricopa County Assessor Parcel Numbers ("APNs") 102-04-003N and 102-04-003P (the "Property"). See Aerial Map at **Tab 1**. As background, in December 2025, formal planning applications were filed with the City of Glendale to rezone the Property from Single Residence-8 (R1-8) to Planned Area Development (PAD); and, to amend the General Plan designation for the Property from MDR 3.5 – Medium Density Residential 2.5 – 3.5 dwelling units per acre to MHDR 8 – Medium-High Density Residential 5.0 – 8.0 dwelling units per acre. These planning applications provide a framework for redevelopment of this infill site as a single-family attached residential community with seventy-eight (78) homes, known as Westgate Parc (the "Project"). In response to initial community feedback that was received during a voluntary neighborhood meeting that was held in June 2025, the Project plans were updated to provide an enhanced buffer, perimeter landscape screening, and orientation of the residences will protect the privacy of the surrounding neighborhood homes and backyards.

The purpose of this report is to summarize the applicant's outreach efforts and community feedback.

Outreach/Notification Timeline

- **June 6, 2025:** Initial and voluntary neighborhood meeting notice letters were mailed to all property owners within 600 feet of the Property and all applicable interested parties, as provided by city staff.
- **June 6, 2025:** The Property was posted with an informational sign regarding the neighborhood meeting.
- **June 23, 2025:** An initial and voluntary neighborhood meeting was held in person at the Renaissance Phoenix Glendale Hotel and Conference Center, located at 9495 W. Entertainment Boulevard, Glendale. The meeting began at 6:00 p.m. and ended at approximately 7:00 pm, lasting approximately one (1) hour.
- **February 13, 2026:** Notification letters were sent to all property owners within 600 feet of the Property and all applicable interested parties, with details regarding the second neighborhood meeting.
- **February 13, 2026:** The Property was posted with updated sign details regarding a follow-up neighborhood meeting.
- **March 3, 2026:** A second (required) neighborhood meeting was held in person at Raymond S. Kellis High School, located at 8990 West Orangewood Drive, Glendale. The meeting began at 6:00 p.m. and ended at approximately 7:00 pm, lasting approximately one (1) hour.

Notification Materials

All documentation related to initial neighborhood meeting notification is enclosed at **Tab 2**, and all documentation related to the second neighborhood meeting notification is enclosed at **Tab 3**. Documentation for each notification includes mailing and site posting affidavits, copies of the notification letters, notification lists, and mailing labels.

A map of the properties notified for both neighborhood meetings is attached at **Tab 4**. In both instances, letters were mailed to property owners within 600 feet of the Property, relevant City staff, and interested parties as identified by the City of Glendale. Approximately 159 property owners and interested parties were notified in both mailings.

Public Meeting Dates and Locations

As noted above in Section 2, two (2) neighborhood meetings were held for the Project as follows:

- **June 23, 2025:** An in-person neighborhood meeting was hosted at the Renaissance Phoenix Glendale Hotel and Conference Center, located at 9495 W. Entertainment Boulevard, Glendale. The meeting began at 6:00 p.m. and ended at approximately 7:00 pm, lasting approximately ninety (90) minutes.
- **March 3, 2026:** The second in-person neighborhood meeting for the Project was hosted at Raymond S. Kellis High School, located at 8990 West Orangewood Drive, Glendale. The meeting began at 6:00 p.m. and ended at approximately 7:00 pm, lasting approximately one (1) hour.

Neighborhood Meeting Summaries

June 2025 Neighborhood Meeting

A voluntary neighborhood meeting for the Project was held on Monday, June 23, 2025, at 6:00 PM at the Renaissance Phoenix Glendale Hotel and Conference Center, located at, 9495 W. Entertainment Boulevard, Glendale. The neighborhood meeting was noticed in accordance with the City's code requirements.

The first voluntary neighborhood meeting was an open house format, with clusters of easels displaying project exhibits placed in stations around the meeting room with members of the development team present to answer questions. In addition to the development team, approximately twenty-five (25) interested neighbors attended the neighborhood meeting and signed-in using the sign-in sheets. Representation from city staff was also present. See **Tab 5**, June 2025 Neighborhood Meeting Sign-in Sheet. The following issues were raised by the attendees:

Traffic

Some attendees expressed concerns regarding existing traffic from events held at State Farm Stadium and Westgate Entertainment District, and frustration with the delays associated with large

events unrelated to the proposed project. The applicant provided additional information regarding the signalized intersection at the entrance of the Property, the traffic impact analysis review process, and the traffic plan for major events. The applicant team also discussed emergency access, which is anticipated to be provided along the south boundary of the Project at 90th Avenue.

Residential Product Type

Attendees inquired about the nature of housing product (i.e. for sale vs. for rent). The applicant noted that the proposed development would produce a quality, ownership-based housing product with gated access, garages, outdoor space, and other amenities.

Building Height and Privacy Concerns

Several attendees expressed concerns regarding the proposed height of the development, noting privacy concerns for existing La Buena Vida residents around the perimeter of the Property. The applicant discussed potential mitigation techniques such as window placement and orientation, as well as a potential reduction or variation in the height of proposed buildings to address neighbor sensitivities. The original elevations shown at the neighborhood meeting reflected all single-family homes along the exterior of the site as two-story. In response to concerns regarding height, the applicant made significant changes to the site plan, removing all residences around the perimeter and placing a landscape tract and private drive between the property line and the nearest homes within the project.

Land Use Compatibility

Some attendees expressed concerns due to the proposed increase in density and sought to better understand how it would relate to the La Buena Vida subdivision. The development team discussed the nature of the Property as a transitional site between the existing single-family neighborhood and the more intense uses to the west in the Westgate Entertainment District. The applicant also highlighted that the conceptual site plan was designed to provide buffers between the proposed development and the existing single-family homes.

Crime

Attendees expressed concerns regarding potential increases in crime with additional residents added to the area. The applicant indicated to attendees that the Project will be a gated for-sale community. In addition, the applicant explained that the change in use from a vacated church property with limited opportunities for natural surveillance to residential will improve safety and provide more “eyes on the street”.

March 2026 Neighborhood Meeting

A second neighborhood meeting was held for the Project on Tuesday, March 3, 2026, at 6:00 PM at Raymond S. Kellis High School, located at 8990 West Orangewood Drive, Glendale. The neighborhood meeting was noticed in accordance with the City’s code requirements.

In addition to the development team, there were seventeen (17) attendees at the neighborhood meeting, as well as representatives from the City of Glendale, including Councilmember Guzman. See **Tab 6**, Second Neighborhood Meeting Sign-in Sheet.

The meeting was held in a presentation format, with a formal presentation provided by the applicant. The applicant discussed the history of the application, as well as updates that were made to the Project plans in response to community feedback. Questions were raised by attendees, and responded to by the applicant, as follows:

Updated Plans

The development team presented changes to the site plan in direct response to concerns raised by adjacent neighbors at the initial neighborhood meeting. The two-story detached homes around the perimeter of the project were removed due to concerns regarding privacy, views and proximity. The homes were replaced with a 12-14 foot perimeter landscape tract and a 42-foot private drive to provide a significant buffer between the existing neighborhood and the nearest homes within the proposed development.

One attendee sought to understand the specific qualities of a duplex. It was discussed that a duplex is a style of attached single-family home. More specifically, property owners own the home and underlying land, with a shared wall to another adjacent unit. It was clarified that this home product is not considered to be multi-family and the homes would be for sale units.

Another attendee inquired about the proposed building height of homes within the Project. The development team shared that homes will be no taller than what is permitted by-right today, which is a maximum of 30 feet.

Sale Price and Property Values

Attendees asked what anticipated home prices were for the new homes. The development team shared that homes would be priced in accordance with the market rate at the time of development. A range of comparable prices was discussed, and in response to this discussion it was concluded that overall property values are expected to rise.

Traffic and Access Considerations

The development team and attendees had an in-depth discussion regarding the anticipated traffic impacts, improvements, and access to the Property. Attendees noted that within the upcoming year, there are approximately 111 events expected to be held at State Farm Stadium and raised a question about traffic mitigation on event days. The development team explained that the traffic impact analysis submitted to the City included a major event traffic analysis, and that the site plan was planned accordingly. A follow-up question was asked regarding event parking. City of Glendale representatives indicated that placard or parking pass systems exist for this area to restrict parking within the community on event days.

Another attendee asked for more information regarding access to the site and information regarding required street improvements. The development team explained that the site would be accessed via the existing signalized intersection at 91st Avenue and that a new turn lane is not warranted at this

time. The applicant also confirmed that access via 90th Avenue would be gated for emergency vehicle access only.

One attendee asked if the Project would be a gated community and the development team confirmed that it would be. An additional question was raised regarding access for the out-parcel to the southwest of the Property. The applicant confirmed that access for the out-parcel is provided on the Project's site plan due to driveway spacing requirements.

Homeowners' Association

Details regarding the future homeowner's association were inquired into by attendees, specifically what monthly fees may be, overnight parking restrictions, and landscaping maintenance. The development team shared that homeowner's association fees are expected to be between $150 and $200 monthly. It was also shared that the homeowner's association would be responsible for limiting overnight parking and maintaining common area landscaping. Private yard landscaping is anticipated to be limited to desert landscaping and privately maintained by individual homeowners.

Short-Term Rental Restrictions

Short-term rentals were raised as a major concern for community members, specifically due to proximity to State Farm Stadium and the Westgate Entertainment District. The development team explained that short-term rentals will be prohibited by the CCRs. Representatives from D.R. Horton explained that the decision to restrict short-term rentals was made in response to previous residential developments.

Open Space and Amenities

One attendee inquired about the proposed open space and amenities for the Project. The development team shared that landscape combined with retention areas would provide pocket open space areas, in addition to a planned children's playground. The applicant discussed that a key amenity for the Project is its location and proximity to the Westgate Entertainment District.

Infrastructure

General infrastructure questions were asked by attendees, who raised concerns that about sewer capacity and water pressure. The development team shared that a water and wastewater analysis was accepted by the City, and this development is not expected to have any negative impacts.

Another attendee asked where children would go to school, and if there were considerations for walkability. The development team shared that the public school district has been contacted for attendance planning purposes, but that the Project can only provide pedestrian infrastructure on site to provide walkability.

One attendee asked about the provision of fire hydrants. The applicant confirmed hydrant locations and quantities would be subject to review and approval by the City of Glendale.

Buffering and Landscaping

Attendees generally appreciated the updates that were made to the conceptual site plan, specifically regarding landscaping and buffering. One attendee asked about the southwest property boundary and why the perimeter landscape setback was not applied across Lot 73. The development team shared that this area would be subject to an individual landscape setback protected by an easement due to the geometry of the Property.

Attendees inquired into the age and species of plants along the perimeter. It was shared that these plants would be desert plants as approved by the City of Glendale, but that there was room for flexibility based on feedback from the community. The attendees said that they would like to see more mature plants and landscaping that does not drop an abundance of leaves or plant matter.

Out-Parcel

Attendees were very interested in the potential development of the out-parcel to the southeast of the Property and asked questions regarding its potential for future development. It was shared by the development team that this parcel has different ownership, and its' development plans are not yet known. In the case of future development, the process can be expected to be similar to the current project.

Community Concerns Applicant Will Not Address

The applicant will continue to be available to respond to community concerns and is open to constructive discussions on how to improve upon the proposed land use plan.

Community Concerns and Response

The Applicant has updated project plans to provide an enhanced buffer, perimeter landscape screening, and addressed orientation of the residences to protect the privacy of the surrounding neighborhood homes and backyards.

Returned Notification Envelopes

Twenty-nine (29) notification letters were returned to the applicant for the first mailed notice, and thirty-three (33) letters were returned from the second notice.

TAB 1

TAB 2

PLANNING DIVISION

AFFIDAVIT OF POSTING

Case No. SR25-0322

Project Name: _____

X Neighborhood Meeting

I, Meghan Liggett, *being first duly sworn upon oath, state that on the* 6th *day of* June, *20* 25, *I posted* 1 *hearing notice(s) for hearing date* June 23, 2025.

Applicant/Representative Signature: Meghan Liggett

STATE OF ARIZONA
SS.
COUNTY OF MARICOPA

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Subscribed and sworn to before me on June 6, 2025

Marybeth Conrad
Notary Public

My Commission Expires:

10-25-28


PUBLIC NOTICE
NEIGHBORHOOD MEETING
PROJECT # / PROJECT NAME: Case No. SR25-0322 / Westgate Parc
PROJECT REQUEST: Request a General Plan Amendment for 10.11 acres from MDR 3.5 to MHDR 8 and Rezoning from R1-8 to PAD to allow for a new 76-lot single family subdivision. Design Review, Preliminary Plat, and Final Plat applications will also be included in this process.
NEIGHBORHOOD MEETING DATE/TIME: MONDAY, JUNE 23, 2025 at 6:00pm
MEETING DETAILS: Renaissance Phoenix Glendale Hotel and Conference Center
Aurora Ballroom
9495 W. Entertainment Blvd, Glendale, AZ 85305
APPLICANT CONTACT: Ben Tate, Withey Morris Baugh, PLC,
602-230-0600, ben@wmbattorneys.com
APPLICANT CONTACT: Phil Martinez, City of Glendale,
623-930-3071, pmartinez@glendaleaz.com
COMMENT PERIOD CUT OFF: July 7, 2025
Scan for Project Info
LA BUENA VIDA
Glendale Youth Sports Complex
Maps
June 6, 2025 at 7:13 AM
+33.526869 -112.254892
6139–6209 N 91st Ave
Glendale AZ 85305
United States

Glendale ARIZONA Planning Division

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) SR25-0322

Project Name: Westgate Park

I, Stephanie Whitney *certify that I am the authorized applicant / representative to the City of Glendale for the above application and do hereby affirm that notice, as required for the case noted above, has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.*

Applicant/Representative Signature: _____

STATE OF ARIZONA)
SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 6th day of June, 2025

Serena Chiaramonte
Notary Public

My Commission Expires: February 22nd, 2026

SERENA CHIARAMONTE
Notary Public, State of Arizona
Maricopa County
Commission # 623393
My Commission Expires
February 22, 2026

D·R·HORTON®
America's Builder

June 6, 2025

Subject: **Westgate Parc, Case No. SR25-0322**

Dear Property Owner, Neighborhood Association Representative or Interested Party:

D.R. Horton is the largest homebuilder in the United States by volume and is known for delivering quality homes to families across the country. Founded in 1978, the company has built a strong reputation for constructing communities that offer lasting value, modern amenities, and thoughtful design. With a commitment to customer satisfaction and sustainable development, D.R. Horton continues to shape neighborhoods with homes that meet the needs of today's homeowners. The purpose of this letter is to inform you that we have filed a planning pre-application with the City of Glendale, and plan to move forward with formal planning applications regarding the approximately 10.11-acre property located approximately 260 feet south of the southeast corner of the 91st Avenue and Rose Lane intersection. See the enclosed site aerial map for locational details.

Since initial zoning and development of the Property in the early 1980's as a church, the surrounding area has developed with significant intensity, catalyzed by development of the football stadium to the west of the Property followed by the development of the Westgate Entertainment District. With the church closing permanently, redevelopment of this key infill site is envisioned as a first-rate single-family residential community. The proposed community is planned to be mindful of the surrounding area context while furthering the highest and best land use goals for the Property.

In order to provide a framework for development of the Property as envisioned, we plan to file planning applications with the City of Glendale to change the zoning of the Property from R1-8 to PAD; and, to amend the General Plan designation for the Property from MDR 3.5 – Medium Density Residential 2.5 – 3.5 dwelling units per acre to MHDR 8 – Medium-High Density Residential 5.0 – 8.0 dwelling units per acre. We will also submit subsequent Design Review, Preliminary Plat and Final Plat applications as a component of this project.

The proposed community is designed to efficiently manage traffic flow with internal streets and direct connections to an existing signalized street network. Overall, the development aims to create a well-integrated, thoughtfully planned neighborhood that meets the growing housing needs of the area. Enclosed is a conceptual site plan for your reference.

7689 E PINNACLE PEAK ROAD, SUITE 200, SCOTTSDALE, AZ 85255-4086
480-483-0006 • www.drhorton.com • DRH Construction, Inc., License ROC #113105-B

We will be hosting a neighborhood meeting to provide an opportunity for interested parties to learn about this planned proposal. The meeting will be held as follows:

Neighborhood Meeting

Date: June 23rd, 2025
Time: 6:00PM
Location: Renaissance Phoenix Glendale Hotel & Conference Center
Aurora Ballroom
9495 W Entertainment Blvd, Glendale, AZ 85305

If you are unable to attend the meeting, or if you have any questions or comments regarding this proposal, please feel free to contact Ben Tate at 602-230-0600 or via email at ben@wmbattorneys.com regarding this request. You may also contact Phil Martinez, Senior Planner with the City of Glendale, via e-mail at pmartinez@glendaleaz.com or by telephone at (623) 930-3071.

For additional details about this project or to be added to the Interested Parties mailing list, scan the QR code:

Thank you for your courtesy and consideration.

Sincerely,
DR Horton

Encl: Site Aerial Map, Conceptual Site Plan



Site Aerial Map

WITHEY MORRIS BAUGH

https://www.wmbattorneys.com/

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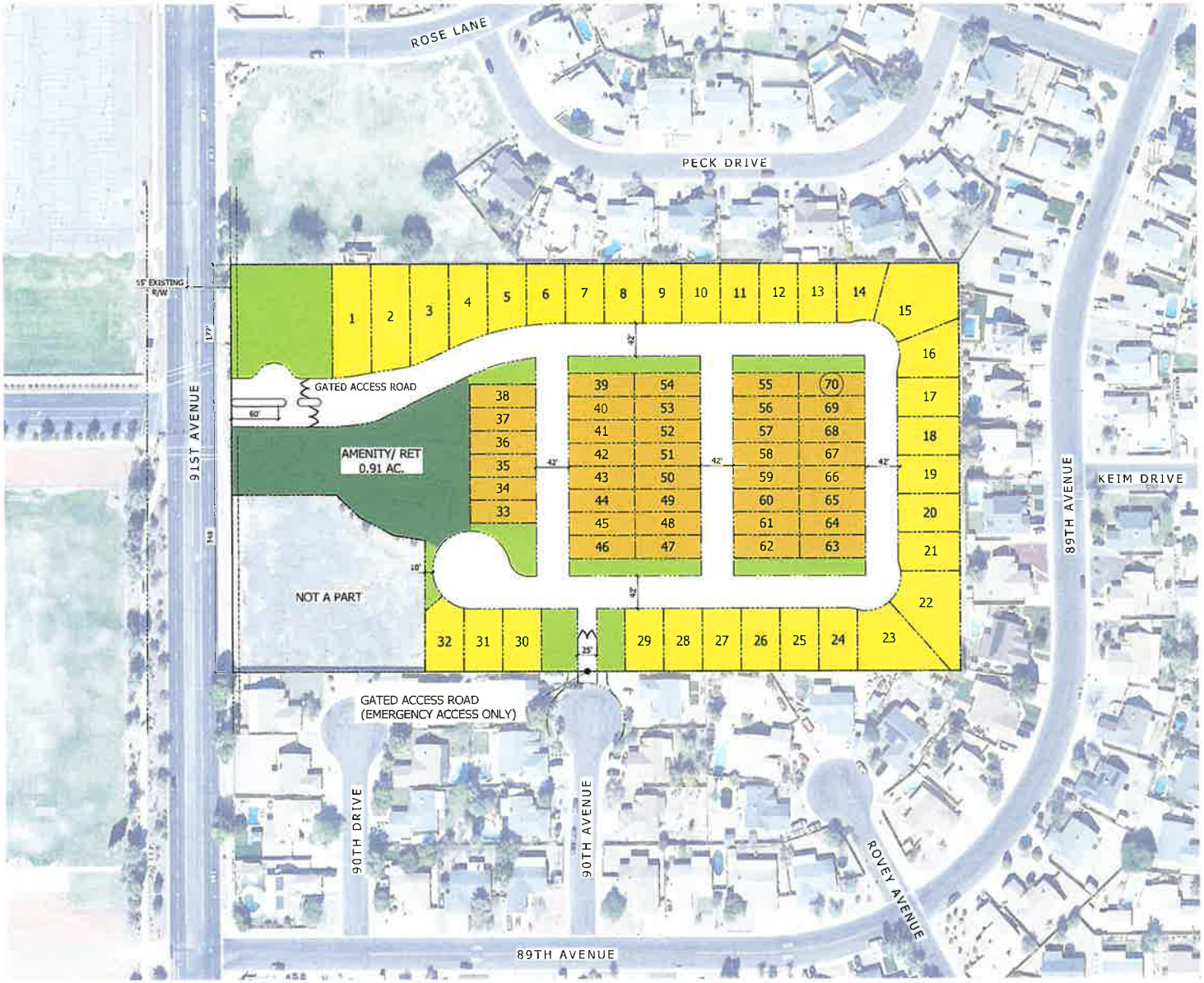
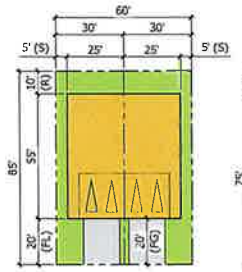
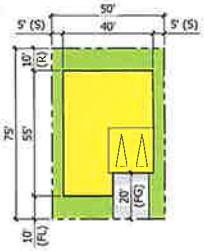


SITE DATA		
GROSS AREA	10.49 AC.	6.67 D.U./AC.
NET AREA	10.11 AC.	6.92 D.U./AC.
AMENITY/ RET	0.91 AC.	
OPEN SPACE	1.07 AC.	
TOTAL OS	1.98 AC.	19.6%
DESCRIPTION	**UNITS**	**MIX**
30' x 85'	38 D.U.	54.3%
50' x 75'	32 D.U.	45.7%
TOTAL	**70 D.U.**	

CENTER LINE OF ROAD	
DESCRIPTION	**LINEAR FEET**
42' PRIVATE DRIVE	2,109 LF
ENTRY	181 LF
25' DRIVE	80 LF
TOTAL	**2,370 LF**

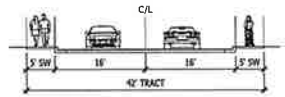


TYPICAL 30' X 85' LOT (DUPLEX)



TYPICAL 50' X 75' LOT

SETBACKS
(FL) FRONT LIVING SETBACK
(FG) FRONT GARAGE SETBACK
(S) SIDE SETBACK
(R) REAR SETBACK



1 42' PRIVATE STREET
SCALE: 1"=10'-0"

D·R·HORTON America's Builder

91ST AVE & ROVEY AVE

Conceptual Site Plan Option 3

Plan Scale: 1:60' Date: 05-21-2025

ABLASTUDIO.COM

ABLA

2525 E. Arizona Biltmore Circle
Suite A-212
Phoenix, AZ 85016

FIRST-CLASS



US POSTAGE IMI PITNEY BOWES

ZIP 85016
02 7H
0006123996

$ 000.69⁰
JUN 06 2025

JIMENEZ MANUEL E ARMENTA
6262 N 89TH DR
GLENDALE, AZ 85305

Glendale
CITY OF GLENDALE
LAND USE APPLICATION



CITY OF GLENDALE
LAND USE APPLICATION



CITY OF GLENDALE
LAND USE APPLICATION



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TAB 3

PLANNING DIVISION

AFFIDAVIT OF POSTING

Case No. GPA25-05 / ZON25-15 / Westgate Parc

Project Name: _____

X Neighborhood Meeting

I, Meghan Liggett, *being first duly sworn upon oath, state that on the* **13** *day of* **Ferbruary**, *20* **26**, *I posted* 1 *hearing notice(s) for hearing date* **March 3, 2026**.

Applicant/Representative Signature: Meghan Liggett

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Subscribed and sworn to before me on **February 13, 2026**

Marybeth Conrad
Notary Public

My Commission Expires:

10-25-28

PUBLIC NOTICE

NEIGHBORHOOD MEETING

PROJECT # / PROJECT NAME: GPA25-05 / ZON25-15 / Westgate Parc

PROJECT REQUEST: Request a General Plan Amendment for 10.11 acres from MDR 3.5 to MHDR 8 and Rezoning from R1-8 to PAD to allow for a new 78-lot single family subdivision. Design Review, Preliminary Plat, and Final Plat applications will also be included in this process.

NEIGHBORHOOD MEETING DATE/TIME: MONDAY, Tuesday, March 3, 2026 at 6:00pm

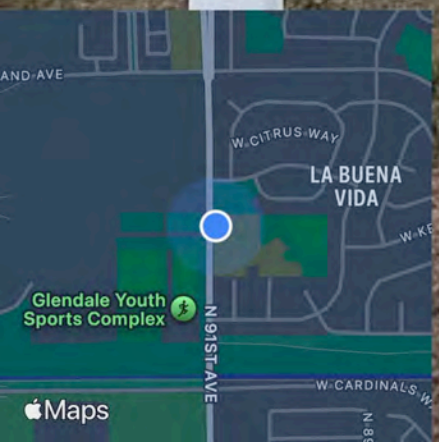
MEETING DETAILS: Raymond S. Kellis High School
Lecture Hall
8990 West Orangewood Drive

APPLICANT CONTACT: Ben Tate, Withey Morris Baugh, PLC,
602-230-0600, ben@wmbattorneys.com

APPLICANT CONTACT: Phil Martinez, City of Glendale,
623-930-3071, pmartinez@glendaleaz.com

COMMENT PERIOD CUT OFF: March 17, 2026

Scan for Project Info



Feb 13, 2026 at 7:31:54 AM
6189–6209 N 91st Ave
Glendale AZ 85305
United States

Glendale ARIZONA Planning Division

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) ZON-25-16

Project Name: Westgate Parc

I, Stephanie Watney *certify that I am the authorized applicant / representative to the City of Glendale for the above application and do hereby affirm that notice, as required for the case noted above, has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.*

Applicant/Representative Signature: _____

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 13th day of February, 2026.

Serena Chiaramonte
Notary Public

My Commission Expires:

February 22nd, 2026

SERENA CHIARAMONTE
Notary Public, State of Arizona
Maricopa County
Commission # 623393
My Commission Expires
February 22, 2026

February 13, 2026

Subject: **Westgate Parc - Case No. ZON-25-16**

Dear Property Owner, Neighborhood Association Representative or Interested Party:

This letter is a follow-up to the correspondence you received in June 2025 regarding the 10.11-acre property located approximately 260 feet south of the southeast corner of the 91st Avenue and Rose Lane intersection as shown on the attached Aerial Map. As you may recall, we held a neighborhood open house meeting to discuss the potential development of a new single-family residential community on the subject property.

Since then, we've been working diligently to update our project plans and incorporate the feedback and comments we heard at the neighborhood meeting. We have filed applications with the City of Glendale to change the zoning of the Property from Single Residence-8 (R1-8) to Planned Area Development (PAD); and, to amend the General Plan designation for the Property from MDR 3.5 – Medium Density Residential 2.5 – 3.5 dwelling units per acre to MHDR 8 – Medium-High Density Residential 5.0 – 8.0 dwelling units per acre.

In response to the input we received from the community, the updated site plan pulls the residences away from the perimeter to create a more significant buffer between the proposed residences and the existing homes in the surrounding neighborhood. The combination of the enhanced buffer, perimeter landscape screening, and orientation of the residences will protect the privacy of the surrounding neighborhood homes and backyards.

We will be hosting a neighborhood meeting to share our updated plans and provide an opportunity for you and your neighbors to learn more and give us your thoughts and feedback. The meeting will be held as follows:

Neighborhood Meeting

Date: March 3, 2026
Time: 6:00 pm
Location: Raymond S. Kellis High School
Lecture Hall
8990 W. Orangewood Avenue
Glendale, AZ 85305

7689 E PINNACLE PEAK ROAD, SUITE 200, SCOTTSDALE, AZ 85255-4086
480-483-0006 • www.drhorton.com • DRH Construction, Inc., License ROC #113105-B

If you are unable to attend the meeting, or if you have any questions or comments regarding this proposal, please feel free to contact Ben Tate at 602-230-0600 or via email at ben@wmbattorneys.com regarding this request. You may also contact Phil Martinez, Senior Planner with the City of Glendale, via e-mail at pmartinez@glendaleaz.com or by telephone at (623) 930-3071.

For additional details about this project or to be added to the Interested Parties mailing list, scan the QR code:

Thank you for your courtesy and consideration.

Encl: Site Aerial Map, Conceptual Site Plan

Aerial Map



WITHEY MORRIS BAUGH

6115 N. 91st Avenue – Glendale, AZ

N

SITE DATA		
GROSS AREA	10.49 AC.	7.44 D.U./AC.
NET AREA	10.11 AC.	7.72 D.U./AC.
AMENITY/ RET	0.41 AC.	
OPEN SPACE	1.54 AC.	
TOTAL OS	1.95 AC.	19.3%
DESCRIPTION	**UNITS**	**MIX**
30' x 92.5'	78 D.U.	100.0%
TOTAL	**78 D.U.**	

ROSE LANE
ROSE LANE
PECK DRIVE
91ST AVENUE
89TH AVENUE
KEIM DRIVE
88TH LANE
CAVALIER DRIVE
88TH DRIVE
90TH DRIVE
90TH AVENUE
ROVEY AVENUE
RET
AMENITY/ RET
0.41 AC.
FUTURE DRIVE BY OTHERS
NOT A PART
Emergency Access Only

D·R·HORTON
America's Builder

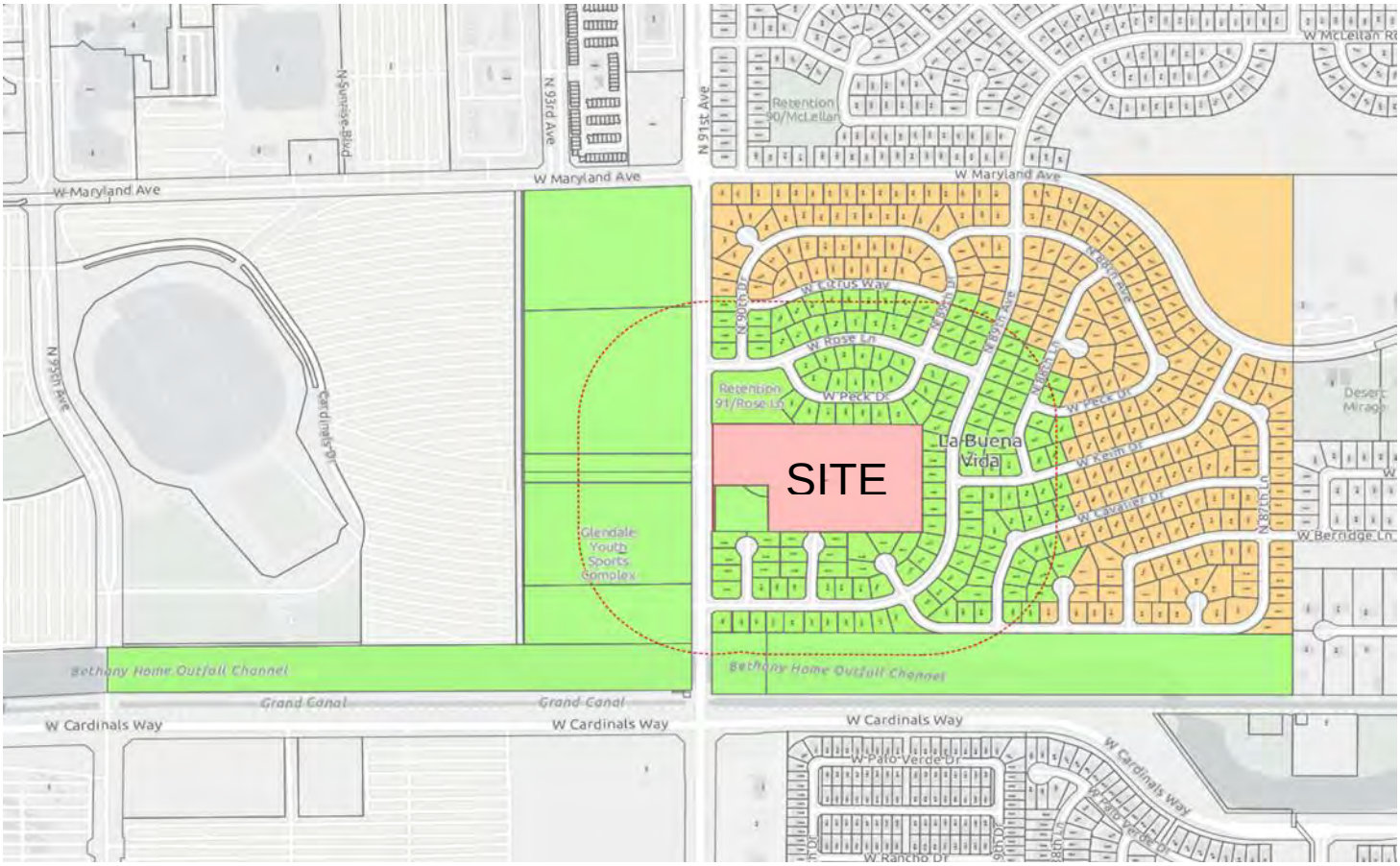
91ST & ROVEY

Conceptual Site Plan

Plan Scale 1 : 6 0 Date:11-14-2025

ABLA

NEIGHBORHOOD NOTIFICATION AREA		
NAME / TYPE OF REQUEST:		GPA25-05 and ZON25-15 (General Plan Amendment and Rezoning)
LOCATION:	6115 N. 91st Ave.	
REQUEST:	General Plan Amendment from Medium Density Residential 2.5 – 3.5 dwelling units per acre (MDR 3.5) to Medium-High Density Residential 5-8 dwelling units per acre (MHDR 8) and a Rezoning from R1-8 (Single Residence – 8) with a Planned Residential Development (PRD) Overlay to PAD (Planned Area Development) to permit a 78-unit duplex subdivision.	
ZONING DISTRICT: R1-8 (PRD)		**COUNCIL DISTRICT:** Yucca
FORMAL APPLICATION SUBMITTED: December 9, 2025		



2121 E. Highland Avenue
Phoenix, AZ 85016

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES

ZIP 85016
02 7H
0006123996

$ 000.74⁰

FEB 13 2026

ACEVEDO REVOCABLE LIVING TRUST
12944 W COLTER ST
LITCHFIELD PARK, AZ 85340

Glendale

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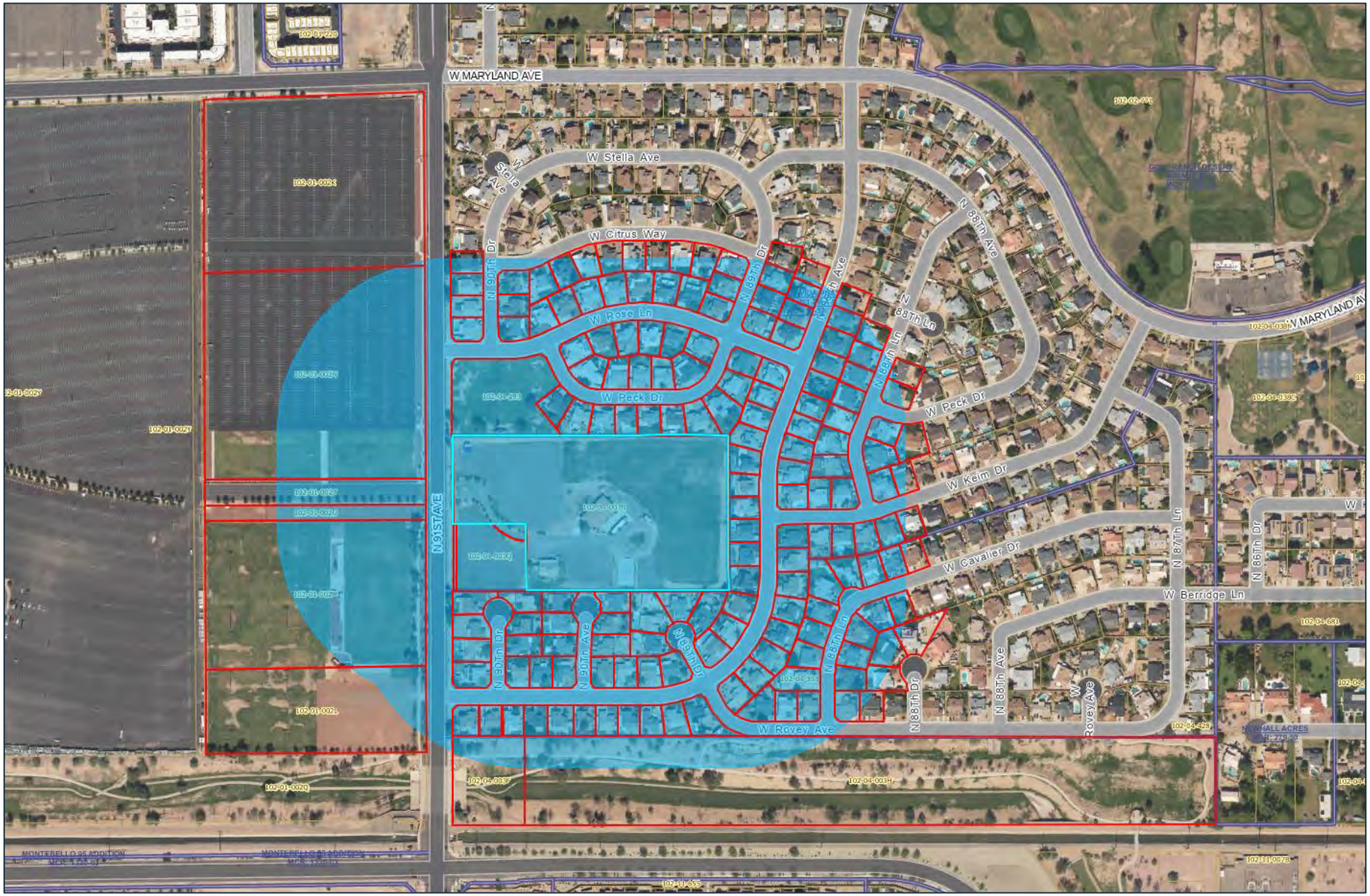
TAB 4

Mailing Map



WITHEY MORRIS BAUGH

6115 N. 91st Avenue – Glendale, AZ

N

TAB 5

SIGN-IN

D R Horton - Westgate Parc

South of the Southeast corner of 91st Avenue and Rose Lane, Glendale, AZ.

Neighborhood Open House Meeting

June 23rd, 2025 – 6:00 PM – Renaissance Phoenix Glendale Hotel & Conference Center – Aurora Ballroom
9495 W Entertainment Blvd, Glendale, AZ 85305.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Dianna Guzman	[redacted]		
Mary Smith			
Robert Beck			
John T Mariska			
Erika Harrison			
AMY ADAM			
MARIAN & MORRIS Streeter			
John Kaites			
Edward Carona			
Azucena Chamuel Ca			

SIGN-IN

D R HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

JUNE 23RD, 2025 – 6:00 PM – RENAISSANCE PHOENIX GLENDALE HOTEL & CONFERENCE CENTER – AURORA BALLROOM

9495 W ENTERTAINMENT BLVD, GLENDALE, AZ 85305.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Tim Daveral	[redacted]		
Herb Haley			
Amy Haley			
Lisa Lovejoy			
Stephanie Little			
Steven Jenkins			

SIGN-IN

D R Horton - Westgate Parc

South of the Southeast corner of 91st Avenue and Rose Lane, Glendale, AZ.

Neighborhood Open House Meeting

June 23rd, 2025 – 6:00 PM – Renaissance Phoenix Glendale Hotel & Conference Center – Aurora Ballroom

9495 W Entertainment Blvd, Glendale, AZ 85305.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Phil Martiner	[redacted]		
Dan Stranak			
ED GOSNEY			
John Kolodziej			
Joyce Cheek			
John Schreiber			

SIGN-IN

D R Horton - Westgate Parc

South of the Southeast corner of 91st Avenue and Rose Lane, Glendale, AZ.

Neighborhood Open House Meeting

June 23rd, 2025 – 6:00 PM – Renaissance Phoenix Glendale Hotel & Conference Center – Aurora Ballroom

9495 W Entertainment Blvd, Glendale, AZ 85305.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Jim & Patty Grundmeier	[redacted]		

SIGN-IN

D R Horton - Westgate Parc

South of the Southeast corner of 91st Avenue and Rose Lane, Glendale, AZ.

Neighborhood Open House Meeting

June 23rd, 2025 – 6:00 PM – Renaissance Phoenix Glendale Hotel & Conference Center – Aurora Ballroom

9495 W Entertainment Blvd, Glendale, AZ 85305.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Bunny Huston	[redacted]		

TAB 6

SIGN-IN

DR HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

2ND NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2026 – 6:00 PM

RAYMOND S. KELLIS HIGH SCHOOL – LECTURE HALL – 8990 W. ORANGEWOOD AVENUE, GLENDALE, AZ 85305.

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
1. Barry Bacon	[redacted]		
2. Phil Martinez			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SIGN-IN

DR HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

2ND NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2026 – 6:00 PM

RAYMOND S. KELLIS HIGH SCHOOL – LECTURE HALL – 8990 W. ORANGEWOOD AVENUE, GLENDALE, AZ 85305.

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
11. Herb Hacey	[redacted]		
12. Amy Haley			
13. Lynda Martinez			
14. Jody Nasser			
15.			
16.			
17.			
18.			
19.			

SIGN-IN

DR HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

2ND NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2026 – 6:00 PM

RAYMOND S. KELLIS HIGH SCHOOL – LECTURE HALL – 8990 W. ORANGEWOOD AVENUE, GLENDALE, AZ 85305.

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
20. Lucero Guzman	[redacted]		
21. Dan Strauch			
22. Gretchen Strauch			
23. Stephanie Little			
24. Diana Guzman			
25.			
26.			
27.			
28.			

SIGN-IN

DR HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

2ND NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2026 – 6:00 PM

RAYMOND S. KELLIS HIGH SCHOOL – LECTURE HALL – 8990 W. ORANGEWOOD AVENUE, GLENDALE, AZ 85305.

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
29. Robert Beck	[redacted]		
30. John Kolodziej			
31. John J MARUSKA			
32. Megan Nasser			
33.			
34.			
35.			
36.			
37.			

SIGN-IN

DR HORTON – WESTGATE PARC

SOUTH OF THE SOUTHEAST CORNER OF 91ST AVENUE AND ROSE LANE, GLENDALE, AZ.

2ND NEIGHBORHOOD OPEN HOUSE MEETING

MARCH 3RD, 2026 – 6:00 PM

RAYMOND S. KELLIS HIGH SCHOOL – LECTURE HALL – 8990 W. ORANGEWOOD AVENUE, GLENDALE, AZ 85305.

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
38. Leslie Dockins	[redacted]		
39. ~~Jessica Grant~~ Judy Estes			
40. ~~Judy Estes~~ Jessica Grant			
41.			
42.			
43.			
44.			
45.			
46.			

Glendale
ARIZONA

PROPOSITION 207 WAIVER DISCLOSURE STATEMENT

In November 2006, the voters of Arizona approved Proposition 207. One of the impacts of this law is to allow property owners to make a claim for compensation for the enactment of certain land use laws that devalue their property. The law also allows for waivers to be filed by the property owners to waive their ability to file for a claim of diminished property values due to a land use action.

When a piece of property is annexed into the City of Glendale, the property becomes subject to the City's land development requirements. These are typically stricter than those in the County. At the time of annexation or within six (6) months, the City must establish zoning for the annexed property that is comparable to the zoning permitted in Maricopa County. Although the City establishes comparable zoning for the annexed property, this may, from some perspective, appear to cause a reduction in property values.

To avoid some claims that could come after annexation from subsequent application of city zoning and other land use regulations, the City is requesting property owners within a proposed annexation to sign a waiver that will cover future application of city zoning and other land use regulations. In cases where less than 100% of the property owners have signed the waiver, staff will recommend denial of the annexation application in order to avoid a Proposition 207 claim. Staff will also recommend denial of an annexation without 100% support from the property owners. Support by property owners will be demonstrated as signatures on the petition. However, without 100% of signatures on either the petition or waiver, the applicant will still have the opportunity to be heard by Council, should the applicant choose to do so.

In cases where more than one parcel is included in the proposed annexation, the applicant will be required to provide either a certified copy of the deed or a legal description for each parcel included in the annexation case. The Proposition 207 Waiver must be notarized for it to be accepted by the City. If the Glendale City Council denies the annexation, the property owner is released from this consent and waiver.
RC

Enclosure

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

(Property Owned by One or More Entities)

The undersigned is the owner of the parcel of land described in Attachment 1 hereto that is the subject of Rezoning Application No. ZON25-05

By signing this document, the undersigned owner(s) agree(s) and consent(s) to all the conditions imposed by the City of Glendale in conjunction with the approval of Rezoning Application No. ZON25-05 acknowledges that the approval of Rezoning Application No. ZON25-05 might affect current or existing rights to use, divide, sell or possess the subject property, and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of Rezoning Application No. ZON25-05 .

Dated this 31 day of March, 2026.

OWNER: West Vallley Church of the Nazarene, Inc.
[Entity name and descriptions]

By: Bradley K Estep
[Sign Name]

Bradley K. Estep
[Print Name]

Its: President of the Arizona District
[Title]

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 31 day of March, 2026 by Bradley K. Estep.

Brenda L Mastin
Notary Public

BRENDA L. MASTIN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 675244
Expires November 20, 2028

My Commission Expires: November 20 2028

Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

To Be Completed By School Official (Choose One)

1. [X] The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. [ ] The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. [ ] The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. [ ] The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. [ ] The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

A. School Site _____
B. Academic Classroom Space _____
C. Classroom Fixtures and Equipment _____
D. Libraries and Media Centers _____
E. Auditoriums and Multipurpose Rooms _____
F. Technology _____
G. Transportation _____
H. Science Facilities _____
I. Arts Facilities _____
J. Vocational Educational Education Facilities _____
K. Physical Education-Comprehensive Health Program _____
L. Other School Facility Areas and Equipment
   a. Compliance with Building Codes _____
   b. Building Systems _____
   c. Building Soundness _____
   d. Minimum Gross Square Footage _____
   e. Critical Health or Safety Issues _____

School District Pendergast Elem School District
Representative Name (Please Print) Dr. Dana Timbers
Representative Signature _____
Title CFO **Date** 4/1/26 **Application No.** GPA25-05/ZON25-16

The completed Certification of Adequate School Facilities should be forwarded to:

Phil Martinez, **Project Manager**
City of Glendale
5850 West Glendale Avenue, Suite 212
Glendale, Arizona 85301
PL094

Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

Glendale City Ordinance No. 2104 applies to applications for residential rezoning which will increase the projected number of students for any school district's attendance area. This includes applications for rezoning which change zoning classifications from non-residential to residential and rezonings which change residential zoning classifications to a higher density classification.

City Application Number: GPA25-05 ZON25-15

City Staff Contact: Phillip Martinez

Telephone Number: 623-930-3071

Property Address: 6115 N. 91st Avenue

Property Size: 10.11 acres

Existing Zoning: R1-8

Proposed Zoning: PAD

Existing Dwelling Unit Potential: Single Family: 38 Multi-Family: _____

Proposed # of Dwelling Units: Single Family: 78 Multi-Family: _____

Net Increase in Dwelling Units from Existing Zoning: Single Family: 40 Multi-Family: _____

Affected School District(s):
- Elementary: Pendergast Elementary District
- Middle: Pendergast Elementary District
- High School: Tolleson High School District

Impacted School(s):
- Elementary: Desert Mirage Elementary School
- Middle: Desert Mirage Elementary School
- High School: Copper Canyon High School

Sent for Certification to: Dr. Jennifer Cruz

Referred Date: 4/1/26

Response Deadline: 4/30/26

If no response is received by this date, it will be deemed that there are adequate school facilities for the proposed rezoning.

Response Date: _____

PL094

Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

Glendale City Ordinance No. 2104 applies to applications for residential rezoning which will increase the projected number of students for any school district's attendance area. This includes applications for rezoning which change zoning classifications from non-residential to residential and rezonings which change residential zoning classifications to a higher density classification.

City Application Number: GPA25-05 ZON25-15

City Staff Contact: Phillip Martinez

Telephone Number: 623-930-3071

Property Address: 6115 N. 91st Avenue

Property Size: 10.11 acres

Existing Zoning: R1-8

Proposed Zoning: PAD

Existing Dwelling Unit Potential: Single Family: 38 Multi-Family: _____

Proposed # of Dwelling Units: Single Family: 78 Multi-Family: _____

Net Increase in Dwelling Units from Existing Zoning: Single Family: 40 Multi-Family: _____

Affected School District(s):
- Elementary: Pendergast Elementary District
- Middle: Pendergast Elementary District
- High School: Tolleson High School District

Impacted School(s):
- Elementary: Desert Mirage Elementary School
- Middle: Desert Mirage Elementary School
- High School: Copper Canyon High School

Sent for Certification to: Jeremy Calles

Referred Date: 4/1/26

Response Deadline: 4/30/26

If no response is received by this date, it will be deemed that there are adequate school facilities for the proposed rezoning.

Response Date: 4/1/26

Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

To Be Completed By School Official (Choose One)

1. ☑ The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. ☐ The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. ☐ The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. ☐ The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. ☐ The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

A. School Site _____
B. Academic Classroom Space _____
C. Classroom Fixtures and Equipment _____
D. Libraries and Media Centers _____
E. Auditoriums and Multipurpose Rooms _____
F. Technology _____
G. Transportation _____
H. Science Facilities _____
I. Arts Facilities _____
J. Vocational Educational Education Facilities _____
K. Physical Education-Comprehensive Health Program _____
L. Other School Facility Areas and Equipment
   a. Compliance with Building Codes _____
   b. Building Systems _____
   c. Building Soundness _____
   d. Minimum Gross Square Footage _____
   e. Critical Health or Safety Issues _____

School District Tolleson Union High School District
Representative Name (Please Print) Jeremy Calles
Representative Signature _____
Title Superintendent **Date** 4/1/26 **Application No.** GPA25-05/ZON25-16

The completed Certification of Adequate School Facilities should be forwarded to:

Phil Martinez, **Project Manager**
City of Glendale
5850 West Glendale Avenue, Suite 212
Glendale, Arizona 85301
PL094

D.R. HORTON
ENHANCED TRAFFIC IMPACT STATEMENT

Alan Heathcoat P.E.
Principal Engineer
Glendale Transportation
01/15/2026 2:11:48 PM

APPROVED

6250 N 91ST AVENUE
GLENDALE, ARIZONA

Prepared for:

D.R. Horton
1890 South Price Road
Suite 200
Chandler, Arizona 85286

For Submittal to:

City of Glendale

CivTech Inc.
10605 North Hayden Road, Suite 140
Scottsdale, Arizona 85260

Office: 480-659-4250
Fax: 480-659-0566
info@civtech.com

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
48377
SEAN D.
MESSNER
Date Signed 11/25/2025
ARIZONA U.S.A.

NOVEMBER 2025
CIVTECH PROJECT NO. 25-1040

EXECUTIVE SUMMARY

D.R. Horton proposes the redevelopment of an existing church into a gated residential community located at 6250 North 91st Avenue. The **Project** includes the Parcels 102-04-003N and 102-04-003P, excluding Parcel 102-04-003Q which is located at the southwest corner of the overall property. The redevelopment is composed of 78 proposed single-family attached dwelling units (DU). Primary access to the site is provided by an existing traffic signal 6250 N 91st Avenue which is also a direct signalized access to the State Farm Stadium immediately to the west of the **Project**.

CivTech, Inc. has been retained by D.R. Horton to perform the enhanced traffic impact statement for the proposed development. The purpose of this assessment is to address the traffic and transportation impacts of the proposed development on the surrounding streets and intersections.

The following conclusions and recommendations have been documented in this study:

GENERAL

- The proposed development is anticipated to generate 512 weekday daily trips, 31 trips during the AM peak hour, and 37 trips during the PM peak hour.

EXISTING

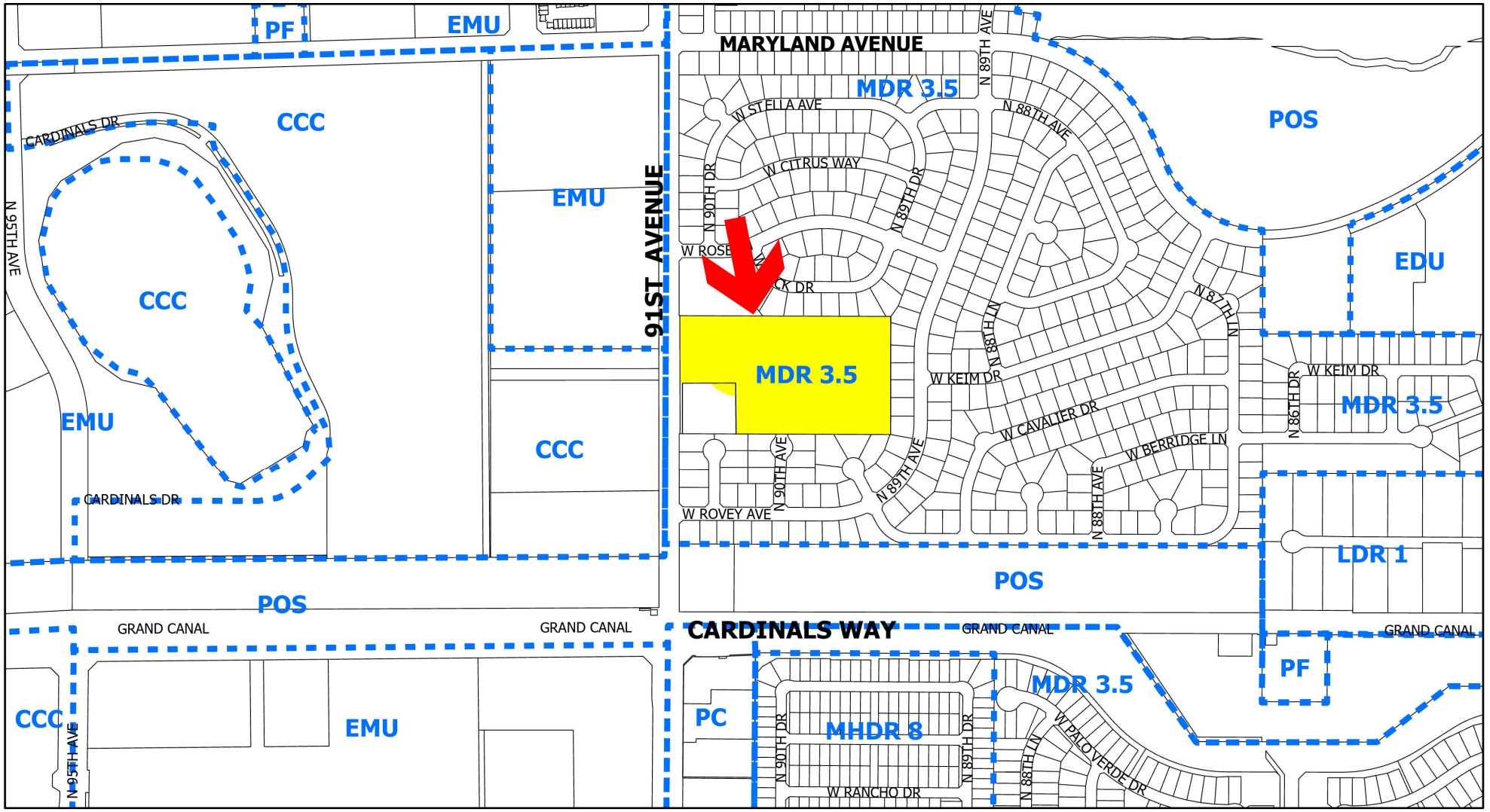
- The results of the existing conditions analysis indicate that all study intersections operate with acceptable levels of service (LOS D or better).

OPENING YEAR

- The results of the Synchro analysis indicate that all study intersections operate with overall acceptable levels of service (LOS D or better).

- The existing driveway will continue to be utilized by the Glendale Youth Sports Complex and the condominiums. The driveway is projected to operate at acceptable levels of service.

- The developer acknowledges that coordination with the City will be required during events at the State Farm Stadium. The City has traffic management plans in place for mega events, which occur throughout the year, and limit access to the development during such events.
    - A right-in/right-out access will be maintained during mega events, per current City traffic management plans. Based on the trips generated by the site, the right-in/right-out access will operate sufficiently during event traffic control setup.
    - Should an emergency occur, gated access to 90th Avenue is being proposed. This gated access will remain closed except during an emergency, and will only be opened for emergency service access to the development.
- A northbound right-turn lane at 91st Avenue and 6150North is not required by this project per the City of Glendale standards. However, it should be noted that the future land-use for the adjacent vacant property (Parcel 102-04-033Q) is undetermined at this time and no current proposals have been made to the City. It is therefore possible that a future proposed use on this adjacent property



Glendale
ARIZONA

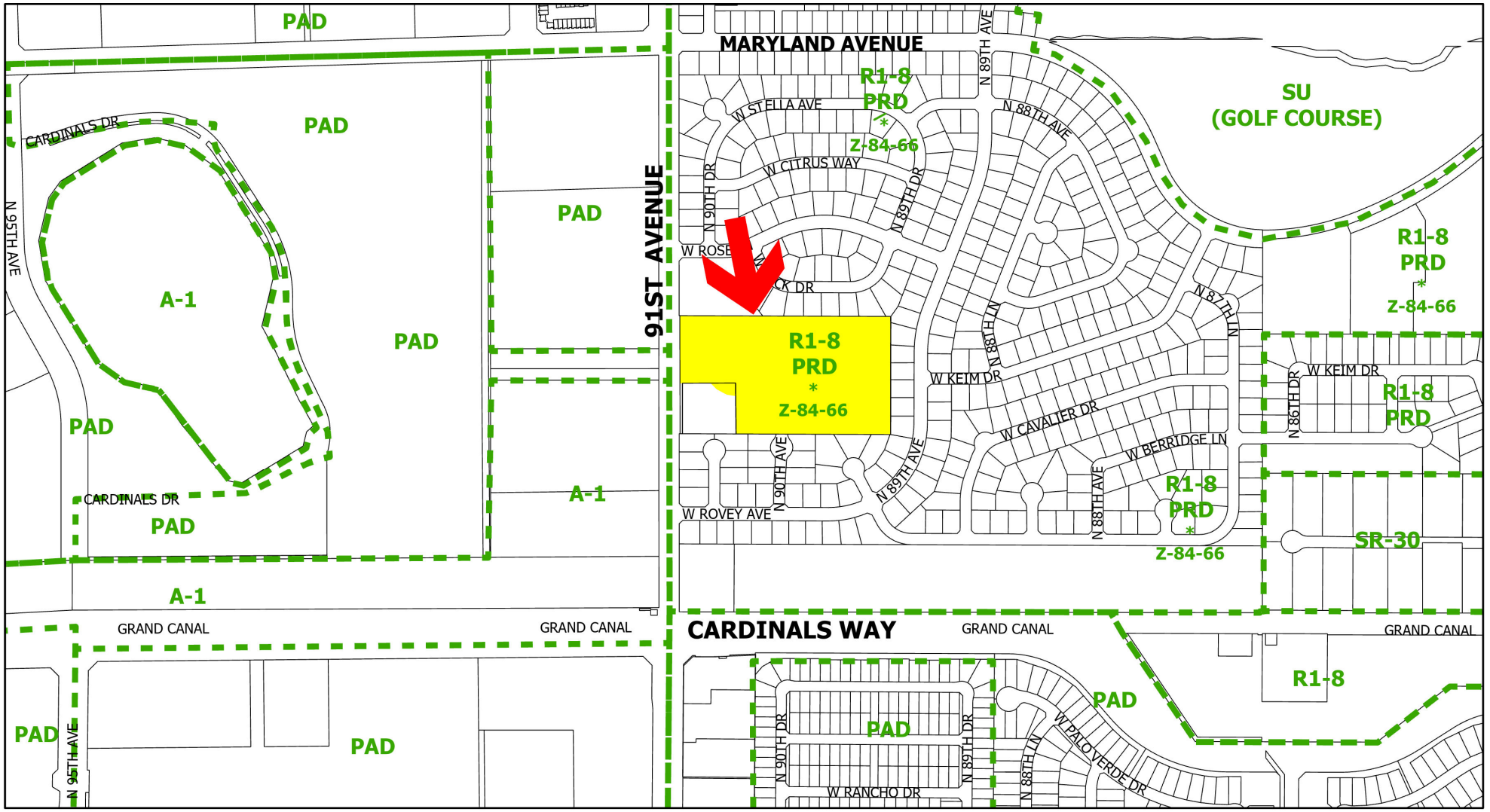
WESTGATE PARC
GENERAL PLAN AMENDMENT
(GPA25-05)

LOCATION

6115 N. 91ST AVENUE

REQUEST

MINOR GENERAL PLAN AMENDMENT FROM MDR 3.5 (MEDIUM DENSITY RESIDENTIAL: 2.5-3.5 DU/AC) TO MHDR 8 (MEDIUM-HIGH DENSITY RESIDENTIAL: 5-8 DU/AC).



Glendale
ARIZONA

WESTGATE PARC
REZONING
(ZON25-15)

LOCATION

6115 N. 91ST AVENUE

REQUEST

REZONE FROM R1-8 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO PAD (PLANNED AREA DEVELOPMENT).



Aerial Date: November 2024

Glendale
ARIZONA

WESTGATE PARC
GENERAL PLAN AMENDMENT & REZONING
(GPA25-05 & ZON25-15)

N

Glendale
ARIZONA

Westgate Parc
GPA25-05 & ZON25-15

City Council Voting Meeting – June 23, 2026

Request

1. Minor General Plan Amendment from Medium Density Residential 2.5-3.5 du/ac (MDR 3.5) to Medium High Density Residential 5-8 du/ac (MHDR 8)

2. Rezone from R1-8 (Single Residence – 8) with a Planned Residential Development (PRD) Overlay to PAD (Planned Area Development)

Aerial Map


MARYLAND AVENUE
91ST AVENUE
SINGLE FAMILY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL
GLENDALE YOUTH SPORTS COMPLEX
CARDINALS DR
CARDINALS DR
CARDINALS WAY
GRAND CANAL
GRAND CANAL
GRAND CANAL
GRAND CANAL
N 95TH AVE
N 95TH AVE
W CITRUS WAY
W ROSE LN
W KELM DR
W PERRIDGE LN
W RANCHO DR
N 90TH DR

Glendale
ARIZONA

Westgate Parc
GPA25-05 & ZON25-15

City Council Voting Meeting – June 23, 2026

Stipulations as Recommended by Planning Commission

Recommendation of approval of GPA25-05, as written

Recommendation of approval of ZON25-15, subject to the following stipulation:

Development shall be in conformance with the Westgate Parc PAD Narrative, date-stamped by the Glendale Planning Division on February 18, 2026.

Conceptual Site Plan



Glendale
ARIZONA

Westgate Parc
GPA25-05 & ZON25-15

City Council Voting Meeting – June 23, 2026

AGENDA ITEM: 42.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Amy Lindsay, Assistant Director
DEPARTMENT: Budget and Finance

Subject

ORDINANCE NO. O26-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027; AND DECLARING AN EMERGENCY.
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance setting the primary property tax rate at $0.3096 per $100 of assessed valuation for FY2026-2027 (FY26-27) and the secondary property tax rate at $1.0787 per $100 of assessed valuation for FY26-27. The total property tax rate will decrease from $1.4538 to $1.3883.

Background

Arizona state law requires Council to set the property tax levy by the third Monday in August. Arizona's property tax system consists of two tiers – Primary and Secondary. The primary property tax levy has state mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal, interest, and related fees on voter authorized bonds used to finance the city's capital improvement plan.

Prior to FY2015-2016 (FY15-16), the primary property tax levy was based on the limited cash value of each property and the secondary property tax levy was based upon the full cash value of the property. Due to the passage of Proposition 117, FY15-16 was the first fiscal year in which both the primary and the secondary property tax levy are based on the limited property value of Glendale properties.

Analysis

The recommended primary property tax rate for FY26-27 is $0.3096 per $100 of assessed valuation. This is a decrease from $0.3242 per $100 of assessed valuation for FY25-26. At this rate, the primary levy will generate approximately $7,528,526, which will be used to support services paid for by the city's General Fund.

The recommended secondary property tax rate for FY26-27 is $1.0787 per $100 of assessed valuation, which is a decrease from the $1.1296 rate for FY25-26. This proposed secondary property tax rate would increase the total levy from $25,351,530 to $26,230,690. The $879,160 increase in the levy amount is due to the value of new construction added to the property tax rolls during the previous year. Funds generated from the secondary property tax levy will be used to pay the principal and interest on the city's general obligation bonds. If approved, the total property tax rate will decrease from $1.4538 to $1.3883 and the total levy, primary and secondary, will total approximately $33,759,216.

Attachments

O26-25

Strategic Plan Connection:

Tier 1 Objective: Exempt

ORDINANCE NO. O26-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027; AND DECLARING AN EMERGENCY.

WHEREAS, by the provisions of state law, the ordinance levying taxes for Fiscal Year 2026-2027 is required to be finally adopted no later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Glendale, and the Clerk is directed to transmit a certified copy of the ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That there is levied on each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Glendale, except such property as may be by law exempt from taxation, a primary property tax rate, equal to $0.3096, estimated to raise the sum of Seven Million, Five Hundred Twenty-Eight Thousand, Five Hundred Twenty-Six Dollars ($7,528,526) for the fiscal year ending on the 30th day of June, 2027. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is authorized to reduce the levy to the maximum amount allowed by law.

SECTION 2. That in addition to the rate set in Section 1 of this ordinance, there is levied on each One Hundred Dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of Glendale, except such property as may be by law exempt from taxation, a secondary property tax rate, equal to $1.0787, estimated to raise the sum of Twenty-Six Million, Two Hundred Thirty Thousand, Six Hundred Ninety Dollars ($26,230,690) for the purpose of providing a bond interest and redemption fund for the City of Glendale for the fiscal year ending June 30, 2027.

Irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings of any deed or sale pursuant thereto, the

validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Glendale upon such property for the delinquent taxes unpaid thereof; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefor or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is therefore declared to exist, and this Ordinance is in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of June, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

AGENDA ITEM: 43.

CITY COUNCIL REPORT

MEETING DATE: 06/23/2026
SUBMITTED FOR: Desaree Herrera, Contracts Program Manager
DEPARTMENT: City Attorney's Office

Subject

*CONSIDERATION AND ACTION TO DIRECT THE CITY ATTORNEY TO ACT IN ACCORDANCE WITH THE CITY COUNCIL DIRECTION PROVIDED AT THE MARCH 25, 2025, WORK SESSION EXECUTIVE SESSION REGARDING GLENDALE'S POSITION IN CONNECTION WITH PENDING OR CONTEMPLATED LITIGATION WITH, OR IN SETTLEMENT DISCUSSIONS CONDUCTED IN ORDER TO AVOID OR RESOLVE LITIGATION REGARDING ELECTION LAW AND CONCHAS V. CITY OF GLENDALE
Presented by: Michael Bailey, City Attorney

Purpose and Recommended Action

Consideration and possible action.

Strategic Plan Connection:

Tier 1 Objective: Exempt