



City of Avondale
City Council Meeting
Monday, April 8, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Veronica Malone, Council Member | Curtis Nielson, Council Member
Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager
Gina Montes, Assistant City Manager
Michael Wawro, City Attorney
Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Agenda
Monday, April 8, 2019

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2019-2020 UPDATE AND PROGRAM RECOMMENDATIONS

Staff will present the eligibility requirements, funding priorities and evaluation criteria and request feedback from City Council for the Fiscal Year 2019-2020 Contributions Assistance Program.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR

PLEDGE OF ALLEGIANCE

MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. RESOLUTION 3530-419 - HONORING CHIEF FARRIS ON THE OCCASION OF HIS RETIREMENT

Mayor and Council to consider a request to adopt Resolution 3530-419 recognizing Chief Farris on the occasion of his retirement.

b. PROCLAMATION - WATER PROFESSIONALS APPRECIATION WEEK

Mayor and Council to issue a Proclamation recognizing the week of April 14-20, 2019 as Water Professionals Appreciation Week.

3. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the February 4, 2019 and February 11, 2019 City Council Meeting minutes. The Council will take the appropriate action

b. CONTRACT AWARD WITH ARTISTIC LAND MANAGEMENT INC.

City Council will consider a request to award a contract to Artistic Land Management Inc. to provide site clean-up services of various sites on an as needed basis for the city's Clean and Lien Program in the amount of \$19,000 with up to four successive renewals for an aggregate amount not to exceed \$95,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT - RUSH TRUCK CENTERS - EQUIPMENT, PRODUCTS AND SERVICES

City Council will consider a request to approve a Cooperative Purchasing Agreement with Rush Truck Centers of Arizona, Inc. to provide medium and heavy duty cabs, chassis, buses, products and services in an annual amount not to exceed \$15,000 and a maximum aggregate amount not to exceed \$75,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT - COOPERATIVE PURCHASING AGREEMENT WITH NORWOOD EQUIPMENT, LLC FOR STREET SWEEPER EQUIPMENT AND PARTS

City Council will consider a request to approve a first amendment to the Cooperative Purchasing Agreement with Norwood Equipment, LLC to provide the City with sewer vacuum, hydro-excavation and street sweeper equipment, related accessories and supplies to extend the contract term to February 20, 2023, increase the maximum aggregate amount over the term of the agreement to \$406,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICES AGREEMENT WITH PROJECT ENGINEERING CONSULTANTS, LTD. FOR SEWER REPAIR PROJECTS

City Council will consider a request to approve a Professional Services Agreement with Project Engineering Consultants, Ltd. to provide design services for two sewer repair projects at the Dysart Road and 4th Avenue alignment in the amount of \$278,994.73 and authorize Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PURCHASE AND SERVICES AGREEMENT - CAPITAL PUMP AND EQUIPMENT, LLC - VAUGHAN PUMPS, PARTS AND SERVICES

City Council will consider a request to approve a Purchase and Services Agreement with Capital Pump and Equipment, LLC to provide Vaughan brand pumps, parts and related services in an annual amount not to exceed \$75,000 and a maximum aggregate amount not to exceed \$375,000 over the term of the contract and authorize the Mayor or, City and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. SECOND AMENDMENT TO THE DESIGN-BUILD AGREEMENT #14805C WITH HAYDON BUILDING CORP FOR FESTIVAL FIELDS PHASE II

City Council will consider a request to approve a budget amendment utilizing appropriation authority from the improvement district line item in the amount of \$9,000,000 with funding from the general obligation bonds and general fund savings for the full scope of work on Festival Fields project costs and approve the Second Amendment to the Design-Build Agreement #14805C with Haydon Building Corp. to establish the Guaranteed Maximum Price No. 2 for the Festival Fields Phase II Design-Build Project in the amount of \$9,250,352 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. MINOR LAND DIVISION - AVONDALE RECYCLING - APPLICATION PL-18-0332

City Council will consider a request by Mr. Adrian Barraza, Basurto General Contractor, for approval of a Minor Land Division for 1.5 net acres of property located on the southwest corner of Brinker Drive and Eliseo C. Felix Jr. Way. The proposed Minor Land Division will dedicate an 8' public utility easement (PUE) adjacent to both Brinker Drive and Eliseo C. Felix Jr. Way, and a 15'x15' right-of-way visibility triangle at the intersection of Brinker Drive and Eliseo C. Felix Jr. Way. The Council will take appropriate action.

5. REGULAR AGENDA

a. RESOLUTION 3541-319 - NAMING OF THE CARE1ST AVONDALE RESOURCE AND SENIOR CENTER BUILDING

City Council will consider a request to adopt Resolution 3541-319, naming the building that will house the City's Care1st Avondale Resource and Senior Center in honor of former Mayor Marie Lopez Rogers. The Council will take the appropriate action.

RECESS (approximately 15 minutes)
RECONVENE

6. DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. RESULTS OF THE 2018 CITIZEN SURVEY

Staff, along with representatives from the National Research Center, Inc., will report on the results of the 2018 National Citizen Survey, conducted this past fall in Avondale.

b. 2019 LEGISLATIVE UPDATE

Staff will present a legislative update which will allow the City Council to provide guidance on proposed state legislation.

7. EXECUTIVE SESSION

The Council may hold an executive session pursuant to: (i) Ariz.Rev.Stat. § 38-431.03(A)(6) for discussion of negotiations by a city with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city; (ii) Ariz.Rev.Stat. § 38--431.03(A)(7) for discussion or consultation with the City Manager in order to consider its position and instruct the City Manager regarding negotiations for the acquisition of real property; (iii) Ariz.Rev.Stat. § 38--431.03(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding contracts that are the subject of negotiations; and (iv) Ariz.Rev.Stat. § 38--431.03(A)(3) for discussion or consultation for legal advice with the City Attorney; all relating to property acquisition.

8. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT: Contributions Assistance Program Fiscal Year 2019-2020 Update and Program Recommendations

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & Family Services Director, (623) 333-2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff will present the eligibility requirements, funding priorities and evaluation criteria and request feedback from City Council for the Fiscal Year 2019-2020 Contributions Assistance Program.

BACKGROUND:

The Contributions Assistance Program was established by City Council to provide a supplemental funding source to organizations providing services to residents of the City of Avondale. This program has changed over time to reflect Council priorities and the financial constraints of the budget. Since 2003, City Council has limited funding to organizations providing health and human services. Organizations must be a designated 501(c)3 non-profit organization. Level funding for FY 2020 of \$100,000 is included in the proposed budget.

DISCUSSION:

A staff committee will conduct an initial review of all applications and will forward eligible applications to the Council Subcommittee for their evaluation, selection and determination of funding levels. Council Subcommittee for FY 2019-2020 includes:

Council Member Tina Conde
Council Member Veronica Malone
Council Member Curtis Nielson

Staff is also requesting City Council's feedback on the criteria for evaluating and prioritizing applications. The following criteria are recommended:

1. Provision of direct services which improve the health and welfare of Avondale residents.
2. Current, timely and accurate reports from current recipients.
3. Ability to generate revenue from other sources.
4. Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered. Administrative costs will not be eligible.

5. Priority will be given to services and initiatives that support and address City Council goals.
6. Services provided at the Care1st Avondale Resource Center will be given priority.
7. Organizations that received funding in the previous fiscal year will participate in a mid-year review and demonstrate satisfactory progress towards stated goals and objectives.

Staff is recommending the inclusion of the following new criteria:

1. All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization adequate funding to effectively complete the project as proposed.

BUDGET IMPACT:

Funding for the Contributions Assistance Program is in the non-departmental fund, 101-5300-00-6200.

RECOMMENDATION:

Staff recommends feedback from City Council on the eligibility criteria and priorities.



CITY COUNCIL REPORT

SUBJECT: Resolution 3530-419 - Honoring Chief Farris on the Occasion of his Retirement

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Paul Adams, Fire Chief, (623) 333-6100

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Council will consider a request to adopt Resolution 3530-419 recognizing Chief Farris on the occasion of his retirement.

BACKGROUND:

On November 18, 1988 Battalion Chief Jeff Farris began his career with the City of Avondale as a Firefighter and served the City as a Firefighter, Paramedic, Technical Rescue Specialist, Engineer, Captain and most recently as a Battalion Chief.

The Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Battalion Chief Jeff Farris on the occasion of his retirement after thirty years of exemplary service to the citizens of Avondale.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution recognizing 3530-419 on the occasion of his retirement.

RESOLUTION NO. 3530-418

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, HONORING BATTALION CHIEF JEFF FARRIS FOR THIRTY
YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on November 18, 1988 Battalion Chief Jeff Farris began his career with the City of Avondale as a Firefighter; and

WHEREAS, Chief Farris served the City as a Firefighter, Paramedic, Technical Rescue Specialist, Engineer, Captain and most recently as a Battalion Chief; and

WHEREAS, over the course of his career Chief Farris saw significant growth in the city and in the emergency service demands placed on the department; and

WHEREAS, Chief Farris served with distinction and made significant contributions to the Avondale Fire and Medical Department; and

WHEREAS, during his tenure Chief Farris was instrumental in initiating the department's Technical Rescue program, was deployed for 30 days as part of the national emergency response to Hurricane Katrina, served as a recruit training officer and served as the official representative of Santa for a variety of city and department events; and

WHEREAS, fellow employees have embraced Chief Farris as a team member and friend; and

WHEREAS, Chief Farris has demonstrated integrity and professionalism throughout his career and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Battalion Chief Jeff Farris on the occasion of his retirement after thirty years of exemplary service to the citizens of Avondale.

NOW, THEREFORE. BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Battalion Chief Jeff Farris for his thirty years of loyal, dedicated service to the City of Avondale and its citizens and wishes him success and happiness in all his future endeavors.

PASSED AND ADOPTED by the Council of the City of Avondale, April 8, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Avondale Water Professionals Appreciation Week

April 14-20, 2019

WHEREAS, Arizona has diverse water resources, including groundwater preserved in vast underground aquifers, runoff from mountain rainfall and snowmelt collected in reservoirs, Colorado River water moved through hundreds of miles of canals around the State of Arizona and recycled wastewater treated to drinking water standards; and

WHEREAS, every sector of Avondale's economy, and every aspect of our Citizen's quality of life requires safe and reliable water to thrive; and

WHEREAS Avondale's streams, springs, rivers and riparian corridors, such as the Base & Meridian Wildlife Area and Crystal Gardens Wetlands, are important water-dependent environmental resources that contribute to Avondale's natural beauty and unique recreational opportunities; and

WHEREAS, Avondale has been a leader in sustainable management of groundwater resources including innovations such as water banking, wetlands treatment, aquaculture, and water recharge to expand the reuse of treated wastewater to replenish aquifers and improve local water supply reliability; and

WHEREAS, Avondale invests annually in local water-related programs and projects that provide drinking water and sanitary services, protect public health and the environment, improve our local water supply reliability and replenish groundwater basins; and

WHEREAS, protecting our precious water resources is essential to Avondale's future and requires a well-trained workforce of certified operators in water distribution, wastewater collection, water treatment, water production, water reclamation, water recharge and wetlands management; and

WHEREAS, the Public Works Department's water and wastewater professionals are dedicated to ensuring our water resources are safe and reliable and are well managed for future generations. and

NOW THEREFORE, I Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona do hereby proclaim April 14-20, 2019 as Water Professionals Appreciation Week and extend sincere gratitude and appreciation to the certified water operators who are on the front line of the delivery of Avondale's safe and reliable water supply.

Mayor

ATTEST:

City Clerk



CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the February 4, 2019 and February 11, 2019 City Council Meeting minutes. The Council will take the appropriate action

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approval of the February 4, 2019 and February 11, 2019 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
February 4, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:00 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Community Relations Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Paul Adams, Fire Chief; Cherlene Penilla, Human Resources Director; Christopher Lopez, Neighborhood and Family Services Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Chief of Police; Tracy Stevens, Development and Engineering Services Director; Donna Gardner, Community Engagement Manager, and Brett Harris, Chief Building Official.

Audience: Members of the public were present.

1. ROLL CALL

2. INTERNATIONAL BUILDING CODE AMENDMENTS

Brett Harris, Chief Building Official, presented an update of the Municipal Code Chapter 4, Buildings and Building Regulations to the current International Code Council construction codes which include the 2018 Editions of the, International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, 2017 Edition of the National Electrical Code, and the Avondale Amendments to these codes.

Presentation included:

- Purpose and Background
- Major Changes to the International Building Code
 - o High Rise Building Standby and Backup Power; Egress Elevators
 - o Resiliency and Construction Requirements for Storm-Shelters
 - o Safety Requirements for Laboratories in Higher Education with Hazardous Materials
 - o Occupant Load Calculation for Mercantile and Office Uses
 - o Educational Door Locking Arrangements
- Major Changes to the International Residential Code

- o Additional Requirements for Roof Mounted Photo Voltaic Systems
 - o Direction and Protections for the Installation of Storage Battery Systems
 - o Increased Structural Requirements for Deck and Balcony Construction
 - o Increases Minimum Percentage of High Efficacy Lighting Outlets to Ninety
 - o Requires Dedicated Electrical Circuits for Attached and Detached Garage Outlets
- Next Steps (Discussion, Direction, and Adoption)

In response to questions from Council, Mr. Harris provided information on Section 1010 of the International Building Code. Mr. Harris explained the revisions provide schools with the option to install locking mechanisms on doors without penalty.

In response to questions from Council, Mr. Harris provided additional information on the revisions in Section R327 of the International Residential Code (storage batteries) relating to a stakeholder meeting with Tesla to discuss products and manufacturer warranties. Mr. Harris explained the storage of batteries would only be permitted in a non-habitable space, such as a laundry room.

In response to a discussion regarding storm-shelters, Fire Chief Paul Adams provided information about the additional ADA requirement that is required on a building before it can be designated as an emergency shelter facility.

Vice Mayor Dennis expressed interest in designating a storm-shelter as a pro-active step, in the event of an emergency.

In response to questions from Council, Mr. Harris provided additional information on the following:

- Section 403 of the International Building Code (high-rise buildings)
- Six-year code cycle
- Slide increase in the value of construction
- Effect on impact fees
- Garages circuit amount

3. BUDGET PROCESS OVERVIEW

Lindsey Duncan, Director of Finance and Budget, presented an overview of the 2020 budget development.

Presentation included:

- Budget Process
- Timeline Overview
- State Expenditure Limitation (Home Rule)
- Financial Policies
- Fund Accounting
- Fund Structure

- Council Work Sessions Timeline

Mayor Weise requested staff provide more information on the rainy-day fund and the history behind the fund, debt service figures as they relate to today's Council goals, and information on protecting revenue from year-to-year.

Vice Mayor Dennis requested staff include a list of budget requests that were not approved within the final budget behind the appropriate department's budget information in the final budget book.

In response to questions from Council, Ms. Duncan provided information on the Home Rule Option and the Permanent Base Adjustment expenditure limit options.

4. CITY COUNCIL EDUCATION SUPPORT FUNDING

Donna Gardner, Community Engagement Manager, presented on the utilization of funding intended to support the academic success of students in Avondale, referenced as the Aspire and Achieve Project.

Presentation included:

- Purpose of the Aspire and Achieve Project
- Key Focus Areas
 - o STEAM (Science, Technology, Engineering, Art, Math)
 - o Workforce Readiness
 - o Art and Music
 - o Civic Engagement
 - o College Success
- School Based STEAM Projects
 - o Delivery of STEAM activities to school districts within Avondale
- STEAM Fest Enhancements and other STEAM Enhancements
 - o Student awards, scholarships and STEAM event supplies
- Workforce Readiness
 - o Summer youth employment program expansion and enhancement
- Civic Engagement Scholarships
 - o Scholarships for outstanding commitment to service and civic engagement
- Student Music and Art Expo
 - o Student music and art exhibition series at the Sam Garcia Library

Mayor Weise requested the following:

- Allow all programs to be open to all stakeholders and not limited to students of public schools within the City of Avondale.
- Follow the Summer Youth Employment program closely to ensure it does not deviate from what was presented.
- Scholarship be open to all college programs and not limited to specific programs.

In response to questions from Mayor Weise, Ms. Gardner provided information on the number of new members currently on the Youth Advisory Commission due to the large number of graduating seniors in 2018.

Mayor Weise explained his initial vision for the Music and Art program included funding to teachers to purchase instruments for music programs.

Council Member Kilgore and Council Member Malone both echoed Mayor Weise's comment to have funding start in the classroom.

Council Member Kilgore expressed his gratitude to Mayor Weise for presenting the idea to allocate funds to help education within the community. Council Member Kilgore expressed his support for the Workforce Readiness program, adjusting it to allow students whose families make a little bit more money be a part of the program. Council Member Kilgore expressed his support for the Civic Engagement Scholarships, for youth who are currently serving the city by equipping them with greater skills.

Council Member Malone requested funding go directly to the classroom rather than through the Workforce Readiness program, while allowing schools to compete for funding through a competition at events like the STEM-Fest event. Council Member Malone also requested staff open the scholarships to youth who are participating in the Police and Fire cadet programs. Lastly, Council Member Malone suggested funding be used to send students to STEM programs when students lack funding for the events organized by the teachers.

In response to a question from Council Member Malone, Charles Montoya, City Manager, expressed the difficulty staff is facing to ensure equality with six school districts within the City of Avondale. Mr. Montoya explained specific criteria will be needed to ensure the funding is stretched.

Mayor Weise requested staff bring the item back for a future Work Session in the next 60 days. Mayor Weise also requested a survey be submitted to City Council including who the resources are open to and where the funding should go.

Council Member Dennis requested the various STEAM events provide for the opportunity to have awards go back to the winning school/club. Council Member Dennis echoed Council Member Malone's comments on having the scholarships be open to youth participating in the police and fire cadet programs.

In response to questions from Mayor Weise, Chris Lopez, Neighborhood and Family Services Director, provided additional information on the Summer Youth Employment Program and the various programs offered at the Resource Center, specifically by Goodwill.

Council Member Nielson requested staff focus on promoting the programs to ensure students are aware of the opportunities.

Mayor Weise presented interest in using other cities and town's programs as a guiding basis to a successful program. It was the majority preference to have future programs be open to students from any school within the City of Avondale, giving first preference to public school.

5. ADJOURNMENT

There being no further business before the Council, Mayor Weise moved to adjourn the meeting. Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:21 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:38 p.m.

Following a moment of silent reflection, Mayor Kenn Weise led the Pledge of Allegiance.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Jeffrey Scheetz, Chief Information Officer; Lindsey Duncan, Finance and Budget Director; Linda Mendenhall, Deputy City Clerk; Tracy Steven, Development and Engineering Services Director; Pier Simeri, Community Relations and Public Affairs Director; Jessica Blazina, Intergovernmental Affairs Administrator; Paul Adams, Fire Chief; Christopher Lopez, Neighborhood and Family Services Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Police Chief, and David Janover, City Engineer and Ken Galica, Division Lead Planner.

Audience: Members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. PROCLAMATION – PROFESSIONAL ENGINEERS WEEK

Tracy Stevens, Development and Engineering Services Director, thanked Council for recognizing the work performed by the Engineers in the Development and Engineering Services Department and Public Works. She introduced staff in attendance.

Mayor Weise stated everything engineering staff do in the City goes unnoticed until something goes wrong and expressed his appreciation for the preventative maintenance measures. Council Member Conde echoed the statements made by Mayor Weise and expressed her appreciation for their work.

Mayor Weise read the proclamation, recognizing the week of February 17 – 23, 2019 as Professional Engineers Week.

3 UNSCHEDULED PUBLIC APPEARANCES

None.

4 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Kilgore to approve the Consent Agenda, seconded by Council Member Pineda.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. APPROVAL OF MINUTES

City Council approved the December 10, 2018 and December 17, 2018 City Council Meeting minutes.

b. PROFESSIONAL SERVICES AGREEMENT WITH STANLEY CONSULTANTS - 4TH STREET LIFT STATION DESIGN SERVICES

City Council approved a Professional Service Agreement with Stanley Consultants, Inc. to provide design and post-design services for the 4th Street Lift

Station upgrades in the amount of \$123,075 and authorized the Mayor, or City Manager and City Clerk to execute the contract documents.

c. PROFESSIONAL SERVICES AGREEMENT WITH TY LIN INTERNATIONAL - DESIGN SERVICES FOR EL MIRAGE AND MC85 RIGHT TURN LANE PROJECT

City Council approved a Professional Services Agreement with T.Y. Lin International (T.Y. Lin) to provide design services for the El Mirage Road and Buckeye Road (MC 85) Northbound Right Turn Lane Project in the amount of \$77,680.96 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

d. MINOR LAND DIVISION TOLLESON UNION HIGH SCHOOL DISTRICT APPLICATION PL-18-0176

City Council approved a request by Mr. Casey Whiteman, with Hilgart Wilson, LLC, for approval of a Minor Land Division (MLD) concerning 69.18 acres of land located at the northwest corner of Avondale Boulevard and Encanto Boulevard. The proposed MLD combines five separate parcels of land into a single 69.18-acre parcel, abandons existing access easements, dedicates public right-of-way, public utilities easements, and access easements to the City of Avondale.

e. RESOLUTION 3519-219 - INTERGOVERNMENTAL AGREEMENT FOR SOUTHWEST FAMILY ADVOCACY CENTER WITH BUCKEYE, GOODYEAR AND MARICOPA COUNTY

City Council approved a request to adopt Resolution 3519-219 approving an updated intergovernmental agreement (IGA) replacing the IGA and previous amendments that expired 12/31/18 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The agreement, amongst the partners, explains how each agency shares equally in the operational, maintenance and administrative costs, and outlines each partner's responsibilities related to the policies and procedures of the Southwest Family Advocacy Center.

f. RESOLUTION 3520-219 - THIRD AMENDMENT TO THE 2016-2017 HOME INTERGOVERNMENTAL AGREEMENT

City Council approved a request to adopt Resolution 3520-219 authorizing the Third Amendment to the 2016-2017 HOME Intergovernmental Agreement with Maricopa County to extend the term of the agreement and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

g. RESOLUTION 3518-219 - TOHONO O'ODHAM NATION GRANT ACCEPTANCE

City Council approved a request to adopt Resolution 3518-219 authorizing the acceptance of grant funding from the Tohono O'odham Nation (TON) in the amount of \$25,000 for a Public Works Traveling Tap Trailer and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

Clerks Note: Items 5 & 6 were presented together.

5 PUBLIC HEARING AND ORDINANCE 1684-219 - REVISED HARVARD-TOBIN (VERDE TRAILS II) ANNEXATION

City Council held a public hearing regarding a request by Ms. Carolyn Oberholtzer, with Bergin, Frakes, Smalley, & Oberholtzer, PLLC on behalf of property owner Tobin Living Trust to adopt Ordinance 1684-219 annexing approximately 42 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road.

Ken Galica, Lead Division Planner, reported on the Harvard-Tobin Annexation and the rezone of approximately 42 acres of land directly adjacent to the Verde Trails Unit I properties. The Verde Trails II project will be 146 single-family detached lots with 23% open space overall and will fully integrate with the Verde Trails Community. The design requirements will ensure the streetscapes are visually interesting and provide ample variety.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

In response to an inquiry by Vice Mayor Dennis, Mr. Galica stated that traffic engineering would address crossing options for the trails.

Council Member Kilgore moved to adopt Ordinance 1684-219 – Revised Harvard-Tobin (Verde Trails II) Annexation; seconded by Council Member Malone.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

6 PUBLIC HEARING AND ORDINANCE - REZONING TO PAD (PLANNED AREA DEVELOPMENT) - VERDE TRAILS II (APPLICATION PL-18-0197)

City Council held a public hearing regarding a request by Ms. Carolyn Oberholtzer, with Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of property owner Tobin Living Trust, to adopt Ordinance 1683-219 rezoning approximately 39.4 gross acres located approximately one-quarter (1/4) mile east of the southeast corner of Avondale Boulevard and Broadway Road from RR-43 (Rural Residential) to PAD (Planned Area Development) for medium density single-family residential use. The Council will take appropriate action.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Council Member Kilgore moved to adopt Ordinance 1683-219 and approval of the Application PL-18-197 subject to three (3) conditions as recommended by the Planning Commission on December 20th; seconded by Council Member Malone.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

7 DISCUSSION ITEMS

Council discussed items listed below and gave direction to city staff to research and prepare item for future meeting.

a. HISTORIC AVONDALE INFRASTRUCTURE PROJECTS

David Janover, City Engineer, provided an update to Council on Historic Avondale infrastructure projects prioritization, timelines, and budget.

Presentation included:

- Area 1 - 3rd Avenue to Central Avenue; Western to MC85 (\$3,013,750)
- Area 2 - 3rd Avenue/3rd Place to Central; Western to Dooley (\$4,831,500)
- Area 3 - Cashion, 113th to 111th Avenue; Durango to MC85 (\$9,545,750)
- Area 4 - Central to 4th Street; Elm to Harrison (\$5,458,875)
- Area 5 - 1st Street to Central, Whyman to MC85: Greenleaf, and 4th Street to 7th Street, Pacific to Western (\$3,255,000)
- Area 6 - Las Ligas, 127th Avenue to 125th Avenue; Elwood to Illini Street (\$2,790,375)

Mr. Janover reviewed the proposed project timeline and budget information.

Lindsey Duncan, Finance and Budget Director, reported on the funding sources for the improvement projects.

- Streets - \$12 Million – Citywide Street Overlay
- Water - \$16 Million – 10 Million Bond/\$6 Million Water Operations

- Wastewater - \$0.6 Million Wastewater Operations

In response to a question from Council Member Malone, Mr. Janover stated sidewalk improvements are included in the resurfacing of streets.

In response to questions from Vice Mayor Dennis, Mr. Janover responded that the 18-month design timeframe is a typical timeframe due to utility needs. Mr. Janover also explained Las Ligas will not need any additional pavement preservation treatments outside of the planned treatments. Mr. Janover explained using the funds from the Citywide Street Overlay account will not impact other street maintenance needs.

In response to a concern raised by Vice Mayor Dennis with respect to the budget, Mr. Montoya explained the budgeted amount will roll over to the following year and staff conducts an annual pavement maintenance index to determine if additional funds will be requested.

In response to questions from Council Member Nielson, Mr. Janover responded that there is flexibility in modifying waterline projects and if something does need to be shifted, staff will make the necessary changes.

Mr. Montoya echoed Mr. Janover's response, ensuring Council that staff will correct emergency issues with an immediate correction and modify the plan as needed.

In response to questions from Council Member Nielson, Ms. Duncan responded that staff will revisit all the projects in the CIP on an annual basis, ensuring the budgeted amount match the environment and inflation.

Council Member Kilgore expressed his appreciation to staff for listening to council's requests for prioritizing projects and evaluations of each area for improvements.

Mayor Weise echoed Council Member Kilgore's comments. Mayor Weise also thanked Council Member Malone for bringing this matter to Council's attention last year, and expressed concerns with sufficient funds within the budget, flexibility for the projects and HURF funding.

In response to a question from Mayor Weise, Ms. Duncan explained if there was an increase in HURF funding, staff would look at the funding with the all priorities in mind to determine where the additional funding would best support council's policy and needs.

Mr. Montoya explained Development and Engineering will be requesting one additional project manager to ensure timelines and costs are met.

b. COMPRESHENSIVE ANNUAL FINANCIAL REPORT AND SINGLE AUDIT – FISCAL YEAR 2018

Lindsey Duncan, Finance and Budget Director, presented the results of the City's Annual Financial Report (CAFR) and the Annual Audit for 2018.

Presentation included:

- Comprehensive Annual Financial Report (CAFR)
- Communication with Governance
- Single Audit Report
- Highway User Revenue Fund (HURF) Report
- Annual Expenditure Limitation Report (AELR)

Ms. Duncan shared the results of the financial statement indicating 1.7% increase in our total net position from 2017 to 2018 in Avondale's Capital Assets. She indicated that Avondale is in a strong financial position highlighting the 5.5% decrease in total net position from 2017 to 2018 in Avondale's General Fund.

Ms. Duncan explained that the CAFR contains the basic financial statements, management discussion as well as additional information. She reviewed the definitions for the internal controls and deficiencies.

Ms. Duncan reviewed the Communication with Governance, which is a letter regarding the audit written to Council and Management that covered:

- Changes in accounting policies
- Describes estimates
- Describes interaction with staff
- Un-/Corrected misstatements
- Findings and issues referenced

Ms. Duncan reviewed the Communication with Management, which is a letter regarding the audit written to Senior Management covering:

- Comments and suggestions regarding internal control deficiencies:
 - o Inventory
 - o Procurement Cards
 - o Capital Asset Capitalization Policy
 - o Information Technology User Rights
 - o Development Impact Fees

Ms. Duncan reviewed the Single Audit Report findings:

- No questioned costs
- Material weaknesses
 - o Bank reconciliations
 - o Prior period adjustment: long-term storage credits on inventory
 - o Material audit adjustments

Ms. Duncan reviewed the HURF audit, indicating there were no issued noted.

Charles Montoya, City Manager, expressed his concerns to Council regarding the audit.

In response to a question from Mayor Weise, Ms. Duncan stated staff will provide an update to Council on their progress in addressing the deficiencies listed in the audit within the next quarter.

8 EXECUTIVE SESSION

The Council adjourned the meeting to meet in executive session pursuant to: (i) Ariz. Rev. Stat. § 38-431.03(A) (7) for discussion or consultation with the City Manager in order to consider its position and instruct the City Manager regarding negotiations for the sale/exchange of real property; and (ii) Ariz. Rev. Stat. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney regarding conditional use permits.

9 ADJOURNMENT

Council Member Pineda moved to adjourn the meeting into Executive Session; seconded by Council Member Malone.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 8:37 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session Meeting of the Council of the City of Avondale held on the 4th day of February 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
February 11, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:03 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson and Mike Pineda.

Note: Mayor Weise participated by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Pier Simeri, Community Relations Director; Jeffrey Scheetz, Chief Information Officer; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Dan Davis, Economic Development Director; Paul Adams, Fire Chief; Christopher Lopez, Neighborhood and Family Services Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Chief of Police; and Tracy Stevens, Development and Engineering Services Director.

Audience: Members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. COMMUNITY PARK NO. 3 IN THE ALAMAR DEVELOPMENT

Kirk Haines, Parks and Recreation Director, provided a brief introduction of a conceptual design for the new community park in the Alamar residential area, stating this item is meant for City Council to provide comments and feedback for the design team to finalize the park master plan.

Mr. Haines explained staff utilized the Parks, Recreation, Libraries and Trails Master Plan to start the initial layout and design for the community park. Mr. Haines explained the park is being referenced as the Alamar Community Park, but the official name of the park may change based on Council's preference. Mr. Haines provided information regarding the partnership with Brookfield, including the contribution amount.

Jeff Denzak, Swaback PLLC, presented the following:

- Major Park Themes
 - o Creative connections (placement of elements such as pedestrian walking paths)
 - o Attractive landforms (incorporating elevation and interesting landforms)
 - o Vertical elements (park lighting elements)
 - o Series of outdoor rooms (great lawn, fields, playground, multipurpose area)

- o Interesting spaces (lake, dog park, BBQ)
- Alamar Land Use Plan Map
 - o Current conceptual plan
 - o 20-acre school site, including after-hour use and parking
 - o Access points and parking
 - o Flexible path system
 - o Overview of points of interest
- Next steps (project timeline)

Vice Mayor Dennis opened the floor to comments.

In response to questions from Council Member Nielson, Mr. Denzak explained there is a total of 430 parking spaces with an additional 60 spaces for the school. Mr. Denzak explained the planning for baseball fields, rather than soccer fields, came from zoning programming, Libraries and Trails Master Plan, as well as elements at existing parks. Lastly, Mr. Denzak noted that vertical features are meant to help recognize the park from a distance by using designed lighting or an amphitheater.

Mr. Haines commented that there will be two additional youth sports fields added to Festival Fields to meet the demand within the community.

Council Member Conde expressed interest in a zipline element and inquired on lighting on the walking trails. In response, Mr. Denzak explained lighting details will be addressed later in the planning, confirming that safety and functional standards are met. Council Member Conde requested staff be mindful of proper seating, shade, restrooms, water fountains, and public art pieces incorporated throughout the park. Lastly, Council Member Conde thanked staff for including multiple entries into the park.

Vice Mayor Dennis echoed Council Member Conde's comment with respect to a zipline element, provided all ages could utilize the zipline.

Council Member Kilgore expressed his appreciation for the thorough concept, the size of the lake, and the extra fields being added due to foreseen need by staff. Council Member Kilgore also thanked staff for collaborating with Littleton School District. Council Member Kilgore stated he desires to hold his comments until it is time for public input from the community as he believes in the importance of resident/stakeholder involvement. Lastly, Council Member Kilgore expressed his appreciation for the diversity of the park, providing a park with different amenities from the other parks within the community.

Council Member Malone expressed her appreciation for the multiple entrances into the park. Council Member Malone echoed Council Member Conde's comments with respect to seating and shade throughout the park. Council Member Malone expressed interest in the seating near the ramada and playground area and proper lighting on the trail system.

In response to a question from Council Member Malone, Mr. Haines stated Friendship Park has 800 parking spaces. Mr. Haines provided additional information with respect to parking and explained staff plans to strategically plan events to best fulfill parking needs.

Council Member Pineda expressed interest in the park name as Alamar Regional Park. Council Member Pineda also expressed interest in an elevated hill between the amphitheater and great lawn area to provide seating that overlooks the Estrella Mountains.

Mayor Weise expressed the importance of shade by the baseball fields. In response to a question from Mayor Weise, Mr. Denzak explained the space between the dog park and soccer fields will be addressed once drainage of the park has been analyzed. Mr. Denzak explained staff are working to leverage the capital investment of the project and will functionally utilize both sides of the lake. Mayor Weise expressed his appreciation to Mr. Haines for his honest feedback to City Council.

Vice Mayor Dennis expressed her concern with parking. In response to a question from Vice Mayor Dennis, Mr. Haines explained that through preliminary discussions with the schools, the City would have priority access to the fields after the school's uses are completed. Mr. Haines explained the purposes/use types of the different fields within the park and explained current managed needs/program opportunities. Vice Mayor Dennis expressed interest in playgrounds for a mixture for various ages as well as safe residential crossing from the neighborhood into the park.

In response to a question from Vice Mayor Dennis, Charles Montoya, City Manager, explained the fields allow for change and provide the City with an opportunity to be adaptive based on changes within the community needs.

Mr. Denzak noted Mr. Haines received a grant for exercise equipment within the park.

3. FY2019 MID-YEAR FINANCIAL STATUS UPDATE

Lindsey Duncan, Finance and Budget Director; presented a mid-year financial status update.

Presentation included:

- o Economic Indicators
- o Revenue
 - o Taxes (Local Sales Tax)
 - o Intergovernmental Revenue
 - o State Shared Sales Tax, State Income Tax, and Vehicle License Tax
 - o Licenses and Permits (Development Revenue)
 - o Charges for Services
 - o Expenditures

Council Member Conde thanked staff for the thorough presentation.

Mayor Weise encouraged Council to watch the construction sales tax as it shows new development coming into the City and expressed his appreciation to staff for the input.

In response to a question from Vice Mayor Dennis, Ms. Duncan explained the hotel bed tax is at the same rate as the City's other local tax rates. Ms. Duncan also explained due to the low number of tax payers in that category, the reportable number is not disclosed.

In response to questions from Vice Mayor Dennis, Tracy Stevens, Development and Engineering Services Director, provided additional information regarding several single-family projects that are pending. Ms. Stevens explained the Verde Trails and Alamar community projects are expected to be completed and ready for home sale by the end of the year or early next year.

4. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the meeting; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:11 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session Meeting of the Council of the City of Avondale held on the 11th day of February 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk



CITY COUNCIL REPORT

SUBJECT: Contract Award with Artistic Land Management Inc.

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director, (623) 333-2711.

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to award a contract to Artistic Land Management Inc. to provide site clean-up services of various sites on an as needed basis for the city's Clean and Lien Program in the amount of \$19,000 with up to four successive renewals for an aggregate amount not to exceed \$95,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In May 2008, the City Council approved one-time funding for a pilot program of site clean-up services of foreclosed properties in the amount of \$14,000 for the fiscal year of 2009. As a recent high-growth area, Avondale had been severely impacted by the foreclosure crisis, resulting in vacant and abandoned homes. The first priority was to enforce the property maintenance code and to require property owners to address weeds. The Code Enforcement Division had experienced reasonable success in achieving compliance; however, the process was time-consuming, and the magnitude of the problem made it difficult to make an immediate impact. To supplement this enforcement effort, funds were approved for site clean-up services.

The 2009 pilot program was successful, with thirty-five (35) properties being cleaned-up in the amount of \$13,525. As a result, on-going funding was approved for fiscal year 2010 in the amount of \$14,000 to continue combatting blight and neglected commercial and residential properties. The Clean and Lien program was then initiated to monitor and control abandoned, foreclosed or neglected properties landscaping violations. After legal notification had expired on those properties, the City abated and filed a lien on the parcel. To date, the program has been successful in abating three hundred and sixty-one (361) properties and has received reimbursement in the amount of \$107,303.89 for one hundred and eighty-four (184) of those properties.

DISCUSSION:

Various contractors have been awarded the contract through the city's procurement bid process since fiscal year 2009. As of fiscal year 2011, Evergreen LLC has served as the site-clean up contractor. In 2017, Mayor and City Council approved a five-year Professional Service Agreement with Evergreen LLC. In January 2019, Evergreen LLC informed staff that they were going out of business.

On January 31, 2019, staff released an Invitation for Bid NFS 19-063 for site clean-up services. One proposal was received by the February 27th deadline. Staff evaluated the bid proposal and determined that it was both responsive and responsible and met all of the city's needs and requirements.

The proposed contract with Artistic Land Management, Inc. for site clean-up services of Avondale properties, in the amount of \$19,000 for the period of April 8, 2019 through April 8, 2020 has the option of up to four successive renewal periods, with an aggregate amount not to exceed \$95,000.

BUDGET IMPACT:

Funding for this service is programmed in the Neighborhood and Family Services budget, 101-7505-00-6180, Other Professional Services.

RECOMMENDATION:

Staff recommends that the City Council award the contract to Artistic Land Management, Inc. for site clean-up services in the amount of \$19,000 for the period of April 8 2019 through April 8, 2020, with an option of up to four successive renewal periods, with an aggregate amount not to exceed \$95,000.

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	NFS 19-063
Solicitation Title:	Site Clean-up Services
Release Date:	January 31, 2019
Final Date for Inquiries:	February 15, 2019
Bid Deadline:	February 27, 2019 3:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	February 27, 2019 3:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Marsha Chavez mchavez@avondaleaz.gov 623-333-2033

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☐* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege Tax License Number: _____ Arizona Corporation Commission File No. _____ Federal Employer Identification Number: _____ Contractor Name Address City State Zip Code	For Clarification of this Bid contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ Authorized Signature for Contractor Printed Name Title
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ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “City” means the City of Avondale, an Arizona municipal corporation.

1.6 “City Representative” means the City employee who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 “Day(s)” means calendar day(s) unless otherwise specified.

1.11 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City’s Procurement Code.

1.12 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.13 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.14 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.15 “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 “Procurement Agent” means the City Manager or authorized designee.

1.17 “Procurement Code” means the City’s Procurement Code, as amended from time to time.

1.18 “Project” means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

1.20 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS: BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to provide the City with site clean-up services on residential and commercial properties, vacant lots and City-owned property at times and locations specified by the City (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City’s needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City may consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance

with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be delivered to the following address to the attention of the Procurement Administrator listed on the front cover of this solicitation, at 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

Questions related to this solicitation, including any part of the Scope of Work, shall be directed only to the Procurement Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail by the date indicated on the cover page. Any correspondence related to this solicitation shall refer to the title and number, page and paragraph. Any Vendor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. The Procurement Administrator shall provide a compilation of all questions received in writing with official answers on the City's website at <https://www.avondaleaz.gov/procurement>. The Procurement Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued shall be posted to the City of Avondale website at: www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from

any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent

of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) be a registered with the City of Avondale as a vendor with a current W-9 on file. Bidders shall provide license and certification information as indicated on the Offer form.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget and “similar projects” resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder’s responsibility to ensure that all information is accurate and current. Bidder authorizes the City’s representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City’s representative may conduct any investigation deemed necessary to determine the Bidder’s ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5 Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.8 Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

3.9 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such

person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor’s performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City’s option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, 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 cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall 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 specified otherwise in this Contract.

5. Primary Insurance. Contractor’s insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection 3.12.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on 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. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors

and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.13 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.14 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 Days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its 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 of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract 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, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written,

entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

J. Attorneys' 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 hereof, the prevailing party shall 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 shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager
-----------------	--

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for 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 party 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; floods; 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 force majeure notifies the other party, in accordance with subsection 3.15(M), 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 this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

S. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

U. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and Services from another source when necessary.

V. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. NFS 19-063

[Scope of Work]

See following pages.

SCOPE OF WORK

Site Clean-Up Services NFS 19-063

1. Introduction. The City's Clean and Lien Program may result in City inspectors issuing a Notice of Abatement ("Notice") per City Code Subsections 14-170 (d), (e), (f), (g), (h), (j) or (m) relating to inadequate maintenance of trees and landscape, blight conditions, an accumulation of debris, trash and rubbish or the storage of furniture, equipment or materials on public or private property. The Notice will direct the property owner to abate the condition and/or clean-up the property. If the property owner does not respond as required, the City will request Contractor to provide the Services directed by the City representative, which shall be performed in accordance with Section 2 below. Contractor may also have the opportunity to provide these Services for other City departments, upon their request.
2. Scope of Work.
 - 2.1 The Services must be started within 72 hours after the City's request and must be performed diligently until the Work is completed. Failure to complete the Work as specified for each site within one week may result in the termination of the Contract unless the Contractor can demonstrate just cause for a time extension.
 - 2.2 All Work shall be performed during the City's business hours, Monday through Thursday 7:00 a.m. to 6:00 p.m. (excluding City holidays) unless emergency or special work order is requested. Contractor must have the capability to receive calls/messages during City business hours.
 - 2.3 Contractor will provide all equipment, supplies, materials and labor necessary to perform the Services.
 - 2.4 All weeds and rank vegetation of 1 1/2 inch diameter or less shall be cut to a height of no more than four inches above the ground surface or four inches over obstacles.
 - 2.5 All downed limbs and other loose debris shall be removed by the Contractor.
 - 2.6 All overgrown trees, shrubs, ground cover and other vegetation shall be trimmed.
 - 2.7 Dead or dry palm fronds that descend downward from the base of the lowest living frond shall be removed.
 - 2.8 Shade trees, ornamental shrubs, fruit trees, or domesticated berry shrubs and vines shall not be trimmed or cut, unless they impede, obstruct or interfere with (A) the free passage upon any public street, sidewalk, or alleyway, (B) the visibility of drivers or (C) any traffic control device, sign or street light.
 - 2.9 Prior to mowing, litter, dead trees and solid waste shall be removed from areas to be mowed.
 - 2.10 All cut materials shall be raked and removed from the property in accordance with all Federal, State and local codes, regulations and statutes. The cut material and downed limbs are distinguished as "green waste" and shall be disposed of at a City-approved site.
 - 2.11 The areas of granite and other natural topping materials shall be raked for uniform appearance.
 - 2.12 Contractor will remove and dispose of all hazardous waste (i.e., cans of paint, cleaning chemicals, etc.), appliances, tires debris, trash and brush in accordance with all Federal, State and local codes, regulations and statutes.

- 2.13 Contractor shall apply pre- and post-emergent weed control as instructed by the City representative. All chemicals used for weed abatement must be U.S. Environmental Protective Agency approved and applied by a licensed Arizona State Pesticide Applicator. Environmentally sensitive maintenance, products and applications are preferred.
- 2.14 The Contractor must provide a warranty on pre- and post-emergent weed control for a minimum of three months from the date of application and shall remove any regrowth of weeds during the warranty period at no additional cost to the City.
- 2.15 Contractor is responsible for the payment of all required permits and disposal fees.
- 2.16 Contractor shall pay all recycling fees. However, Contractor may keep profits incurred from recycling items of value.
- 2.17 All Services shall be coordinated with the City Representative. A mandatory pre-work site inspection may be scheduled.
- 2.18 Contractor must provide the City with photographs of the property immediately before and after performing the required Services.
- 2.19 The Contractor shall perform the Services to the satisfaction of the City representative, who will inspect each site within two business days after the Services are completed. If the Services provided are unsatisfactory, the Contractor shall perform additional Work at no additional charge to the City until the site is acceptable.
- 2.20 Any damage done by Contractor to any buildings, property, landscaping or utilities while performing the Services will be replaced or repaired at Contractor's sole expense, in a manner acceptable to the City.
- 2.21 In the event, the Contractor arrives at or is on-site and access to the property is denied, the Contractor shall either not proceed with the Services or immediately stop the Services, remove all equipment off-site and contact the City representative for instructions.
- 2.22 If the City cancels the Services before the Work is started, but after the Contractor arrives on-site, the City will pay Contractor the mobilization fee contained in the Price Sheet. If the Services are canceled after the Work is started, the City will pay Contractor for the Services completed at the rates contained in the Contractor's Price Sheet plus the mobilization fee.
- 2.23 When requested, Contractor shall submit a Traffic Control Plan and a Pollution Control Plan to the City representative for review and approval prior to commencing the Services.

3. Contractor Personnel Requirements.

- 3.1 Personnel must not have been convicted of any felony crime.
- 3.2 Personnel may not carry firearms or have them in their vehicles.
- 3.3 Personnel shall conduct themselves in a respectable and courteous manner.
- 3.4 Personnel are not permitted to play loud music, make unnecessary loud noise, or use inappropriate language.
- 3.5 Personnel may use tobacco products only in designated smoking areas.

- 3.6 Personnel must adhere to the City's Drug and Alcohol Policy.
- 3.7 Day labor or temporary workers are not permitted.
- 3.8 If there is a reasonable doubt regarding Contractor's personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.
- 3.9 It is the sole responsibility of Contractor's personnel to safeguard all equipment, materials, tools and supplies. The City will not assume any responsibility for vandalism.

EXHIBIT B
TO
INVITATION FOR BIDS NO. NFS 19-063

[Price Sheet]

See following page(s).

PRICE SHEET

NFS 19-063
Site Clean-up Services

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. All bids are presumed to include all applicable taxes.

ITEM	DESCRIPTION	UNIT	PRICE
1.	Mobilization Fee: One-time fee for travel to the site, mobilize equipment/manpower and dispose of debris at a City-approved site, landfill or recycling center. ¹ Contractor's proposed site(s): Option A: _____ Option B: _____	L.S.	\$
Developed Residential Properties			
2.	Front and side yard only – clean-up lots up to 7,000 S.F. ²	S.F.	\$
3.	Front and side yard only –clean-up each additional 1,000 S.F. over 7,000 S.F.	1,000 S.F.	\$
4.	Front and side yard only – application of pre/post emergent	S.F.	\$
5.	Front, side and rear yards – clean-up lots up to 7,000 S.F.	S.F.	\$
6.	Front, side and rear yards –clean-up each additional 1,000 S.F. over 7,000 S.F.	1,000 S.F.	\$
7.	Front, side and rear yards – application of pre/post emergent	S.F.	\$
Developed Commercial Properties			
8.	Clean-up services	1,000 S.F.	\$
Vacant Lots			
9.	Clean-up services	1,000 S.F.	\$
Additional Services			
10.	Dead tree removal	FOOT	\$
11.	Palm frond removal	FOOT	\$
12.	Application of pre/post emergent	1,000 S.F.	\$

Company Name: _____

Date: _____

¹ The City will not provide price adjustments for the cost of fuel.

² All lot sizes are based on Maricopa County Assessor records.

EXHIBIT C
TO
INVITATION FOR BIDS NO. NFS 19-063

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

NFS 19-063
Site Clean-up Services

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

EXHIBIT D
TO
INVITATION FOR BIDS NO. NFS 19-063

[References]

See following page.

REFERENCES

NFS 19-063 Site Clean-up Services

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1.	Company:		
	Address		
	City/State/Zip Code		
	Contact:		
	Telephone Number:		
	Date of Contract Initiation:	Contract Expiration Date:	
	Project Description:		
	Contract Value:	\$	Annual Amount
2.	Company:		
	Address		
	City/State/Zip Code		
	Contact:		
	Telephone Number:		
	Date of Contract Initiation:	Contract Expiration Date:	
	Project Description:		
	Contract Value:	\$	Annual Amount
3.	Company:		
	Address		
	City/State/Zip Code		
	Contact:		
	Telephone Number:		
	Date of Contract Initiation:	Contract Expiration Date:	
	Project Description:		
	Contract Value:	\$	Annual Amount

EXHIBIT E
TO
INVITATION FOR BIDS NO. NFS 19-063

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT F
TO
INVITATION FOR BIDS NO. NFS 19-063

[Work Orders]

See following pages (to be attached subsequent to execution).

Cops. MCJ

PRICE SHEET

NFS 19-063
Site Clean-up Services

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. All bids are presumed to include all applicable taxes.

ITEM	DESCRIPTION	UNIT	PRICE
1.	Mobilization Fee: One-time fee for travel to the site, mobilize equipment/manpower and dispose of debris at a City-approved site, landfill or recycling center. ¹ Contractor's proposed site(s): Option A: <u>Glendale Landfill</u> Option B: <u>WEINBERG DISPOSAL</u>	L.S.	\$ <u>45</u>
Developed Residential Properties			
2.	Front and side yard only – clean-up lots up to 7,000 S.F. ²	S.F.	\$ <u>0.0668</u>
3.	Front and side yard only – clean-up each additional 1,000 S.F. over 7,000 S.F.	1,000 S.F.	\$ <u>75</u>
4.	Front and side yard only – application of pre/post emergent	S.F.	\$ <u>0.05</u>
5.	Front, side and rear yards – clean-up lots up to 7,000 S.F.	S.F.	\$ <u>0.0857</u>
6.	Front, side and rear yards – clean-up each additional 1,000 S.F. over 7,000 S.F.	1,000 S.F.	\$ <u>89</u>
7.	Front, side and rear yards – application of pre/post emergent	S.F.	\$ <u>0.08</u>
Developed Commercial Properties			
8.	Clean-up services	1,000 S.F.	\$ <u>365</u>
Vacant Lots			
9.	Clean-up services	1,000 S.F.	\$ <u>350</u>
Additional Services			
10.	Dead tree removal	FOOT	\$ <u>40</u>
11.	Palm frond removal	FOOT	\$ <u>18</u>
12.	Application of pre/post emergent	1,000 S.F.	\$ <u>0.08</u>

Company Name: Artistic Land Management, Inc

Date: 02-27-2019

¹ The City will not provide price adjustments for the cost of fuel.

² All lot sizes are based on Maricopa County Assessor records.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

NFS 19-063
Site Clean-up Services

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No x _____.

If yes, please provide details and documentation of the certification.

REFERENCES

NFS 19-063 Site Clean-up Services

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: City of Chandler
Address: Street Div MS 909 P.O. Box 4008
City/State/Zip Code: Chandler, AZ 85244
Contact: Raquel McMahon
Telephone Number: 480-782-2407
Date of Contract Initiation: June 2015 Contract Expiration Date: May 2019
Project Description: Facilities, trails, streets and ROWS landscape maintenance.
Contract Value: \$ 1,300,000.00 Annual Amount
2. Company: City of Tempe
Address: P.O. Box 5002
City/State/Zip Code: Tempe, AZ 85280
Contact: Scott Balck
Telephone Number: 480-350-8295
Date of Contract Initiation: August 2017 Contract Expiration Date: November 2020
Project Description: Landscape maintenance at Transit Areas, facilities, and trails.
Contract Value: \$ 194,000.00 Annual Amount
3. Company: Town of Fountain Hills
Address: 16705 E Avenue of the Fountains
City/State/Zip Code: Fountain Hills, AZ 85268
Contact: Raymond Rees
Telephone Number: 480-816-5180
Date of Contract Initiation: July 2015 Contract Expiration Date: July 2019
Project Description: Landscape maintenane services to City medians, ROWs, Facilities, parks, and schools.
Contract Value: \$ 308,000.00 Annual Amount

License No. ROC208414

This is to Certify That

ARTISTIC LAND MANAGEMENT INC (CORP.)

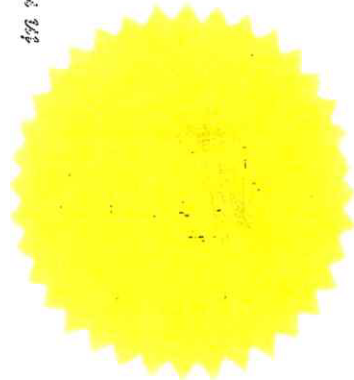
*having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

C-21

LANDSCAPING AND IRRIGATION SYSTEMS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 9TH day of JUNE, 2005.



DIRECTOR

STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Artistic Land Management Inc



CONTRACTORS LICENSE NO 257425 CLASS CR-5

RESIDENTIAL AND COMMERCIAL
AS RESTRICTED BY REGISTRAR

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM DIRECTOR

LICENSE EFFECTIVE THROUGH 02/29/2020
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Artistic Land Management Inc



CONTRACTORS LICENSE NO 172763 CLASS CR21

Hardscaping and Irigation Systems

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM DIRECTOR

DOUGLAS A. DUCEY
Governor

Arizona Department of Agriculture

MARK W. KILLIAN
Director

Pest Management Division

1688 West Adams Street, Phoenix, AZ 85007
Phone: 602-542-3578 Fax: 602-542-0466
<https://agriculture.az.gov>

BUSINESS LICENSE

Non-Transferable

ARTISTIC LAND MANAGEMENT, INC.

Business License Number: 8313

Has been licensed since 05/14/2004, and is authorized to provide pest management services in Arizona through the last day of May 2019.



AZDA
ARIZONA
DEPARTMENT
OF AGRICULTURE

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Printed: 07/03/2018
Printed By: 8313

Non-Transferable

Arizona Department of Agriculture

Pest Management Division

1668 West Adams Street, Phoenix, AZ 85007

6025423578 Phone, 6025420466 Fax

<http://www.azda.gov>

Printed: 05/18/2018

Printed By: 100141

Licence No: 100141

Licensed Categories
3 - Ornamental & Turf
4 - Right of Way

Expires Status
05/31/2019 Active
05/31/2019 Active

Applicator Certification

ISSUED TO:

1000038351

REYNALDO RIVERA

1000038351

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Non-Transferable

Arizona Department of Agriculture

Pest Management Division

1668 West Adams Street, Phoenix, AZ 85007

6025423578 Phone, 6025420466 Fax

<http://www.azda.gov>

Printed: 05/17/2018

Printed By: 31905

Licence No: 31905

QP Licensed Categories
3 - Ornamental & Turf
4 - Right of Way

Expires Status
05/31/2019 Active
05/31/2019 Active

Qualified Applicator Certification

ISSUED TO:

1000028365

JUAN ANTONIO MARTINEZ

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Transferable

Arizona Department of Agriculture

Pest Management Division

1688 West Adams Street, Phoenix, AZ 85007

6025423578 Phone: 6025420466 Fax

<http://www.azda.gov>

Printed: 05/31/2018
Printed By: 150443

License No: 150443

Licensed Categories
4 - Right of Way

Expires 05/31/2019 Status Active

Indicator Certification

ISSUED TO:

1000043231
STEVEN LEE SPENCER
PHOENIX AZ 85040

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Non-Transferable

Arizona Department of Agriculture

Pest Management Division

1688 West Adams Street, Phoenix, AZ 85007

6025423578 Phone: 6025420466 Fax

<http://www.azda.gov>

Printed: 05/24/2018
Printed By: 80186

License No: 80186

Licensed Categories
3 - Ornamental & Turf
4 - Right of Way

Expires 05/31/2019 Status Active

Indicator Certification

ISSUED TO:

1000035933
KENNETH WAYNE WYCKOFF
MESA AZ 852121482

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Non-Transferable

Arizona Department of Agriculture

Pest Management Division

1688 West Adams Street, Phoenix, AZ 85007

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<http://www.azda.gov>

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Pest Management Division
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DEPARTMENT
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INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Alfred V. Panzella

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



	Kevin Martlage Director of Credentialing International Society of Arboriculture	Caitlyn Pollihan Executive Director International Society of Arboriculture
WE-10713A Certification Number	4 Apr 2015 Certified Since	30 Jun 2021 Expiration Date



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Personnel Certification Program
ISA Certified Arborist®

IRRIGATION ASSOCIATION

Certifies that on

October 1, 2018

Jimmy Mastalsz

Has earned the designation of

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Certification ID # 133900



Art Elmers, CIC, CID, CLIA
Chair, Certification Board

After December 31, 2019 this certificate is valid only when accompanied by a current renewal card.



CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement - Rush Truck Centers - Equipment, Products and Services

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Rush Truck Centers of Arizona, Inc. to provide medium and heavy duty cabs, chassis, buses, products and services in an annual amount not to exceed \$15,000 and a maximum aggregate amount not to exceed \$75,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into Contract No. CTR041812, dated January 18, 2019 for Rush Truck Centers to provide medium and heavy duty cabs, chassis, buses, products or services. The State contract permits its cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

In order to properly maintain City vehicles and equipment, Fleet Services must purchase equipment, parts and related services from qualified vendors. Through previous contracts, Rush Truck Centers has provided the City with medium and heavy duty cab and chassis, equipment, parts and repairs services in the past. The vendor has performed satisfactorily under those previous contracts. This Cooperative Purchasing Agreement will allow the City to continue to purchase specialized medium and heavy duty equipment, parts and services from the vendor on an as needed basis to equip and maintain its fleet.

BUDGET IMPACT:

Purchases associated with this agreement are typically charged to Fleet Services line item 606-5200-00-7410, Parts, and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Rush Truck

Centers of Arizona, Inc. to provide medium and heavy duty cabs, chassis, buses, products and services in an annual amount not to exceed \$15,000 and a maximum aggregate amount not to exceed \$75,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.,
D/B/A RUSH TRUCK CENTER, PHOENIX**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of April 8, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Rush Truck Centers of Arizona, Inc., a Delaware corporation, d/b/a Rush Truck Center, Phoenix (the “Contractor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. CTR041812, dated January 18, 2019 (the “State Contract”), for the Contractor to provide medium and heavy duty cabs, chassis, buses, products or services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such equipment and services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with medium and heavy duty cabs, chassis, buses, products or services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Equipment and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 City and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 17, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the State Contract.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is

deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Equipment and Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Equipment and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the City. Equipment failing to conform to the requirements of this Agreement and/or the State Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of

non-conforming Equipment or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Equipment or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$15,000.00 for Equipment and Services at the unit rates set forth in the State Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$75,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Equipment and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Equipment delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such

actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the State Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Procurement Officer

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: City Attorney

If to Contractor: Rush Truck Centers of Arizona, Inc.
 d/b/a Rush Truck Center, Phoenix
 9600 West Roosevelt Street
 Tolleson, Arizona 85353
 Attn: George Beal

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being

given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

RUSH TRUCK CENTERS OF ARIZONA, INC.,
a Delaware corporation, d/b/a
RUSH TRUCK CENTER, PHOENIX

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of RUSH TRUCK CENTERS OF
ARIZONA, INC., a Delaware corporation, d/b/a RUSH TRUCK CENTER, PHOENIX, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he/she
claims to be, and acknowledged that he/she signed the above document on behalf of the
corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.,
D/B/A RUSH TRUCK CENTER, PHOENIX

[State Contract]

See following pages.



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.							
	date	11/27/18	initial					
Revised Offers:	2.	x		3.	x		4.	x
	date #1		initial	date #1		initial	date #1	
	5.	x		6.	x		7.	x
	date #4		initial	date #5		initial	date #6	
Best and Final Offer:	8.	x						
	date		initial					

**Rush Truck centers of Arizon, Inc dba
Rush Truck Center Phoenix**

Offeror company name

9600 W Roosevelt St.

Address

Tolleson AZ 85353

City | State | ZIP

74-2927286

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

Chris Ryan – Regional General Manager

Printed name and title

Byron Haught – Municipal Salesman

Contact name and title

haughtb@rushenterprises.com 602-422-8124

Contact Email Address

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #1 at the top of this form, and which was dated 11/27/18 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR041812**

The effective date of the Contract is: **1/18/19** Contract awarded **1/18/19**

Date

Date

Procurement Officer signature

Nick Perrera

Statewide Procurement Manager



Request for Proposal

Solicitation No.

BPM000228

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 1: Solicitation Summary

1.0 What the State Is Soliciting

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award contracts to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1	Section 1: Solicitation Summary	<i>The State's e-Procurement System file #1: BPM000228 OPEN FIRST Medium and Heavy Duty Cabs, Chassis, and Buses (Or as amended)</i>
Part 2	Section 2-A: Scope of Work	<i>The State's e-Procurement System file #2: BPM000228 RFP Medium and Heavy Duty Cabs, Chassis, and Buses (Or as amended)</i>
	Section 2-B: Pricing Document	
	Section 2-C: Special Terms and Conditions	
	Section 2-D: Uniform Terms and Conditions	
Part 3	Section 3-A: Instructions to Offerors	<i>The State's e-Procurement System file #3: BPM000228 Offer Forms Medium and Heavy Duty Cabs, Chassis, and Buses (Or as amended)</i>
	Section 3-B: Offer forms	



Request for Proposal

Solicitation No.

BPM000228

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.0 How and When Proposals Are Due

Proposals will only be accepted **online** in the “The State’s e-Procurement System” at <https://app.az.gov> until the solicitation end date indicated in The State’s e-Procurement System for the Solicitation No. shown at the top of this page.

Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:

- by phone at (602) 542-7600, option2; or
- by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System.

4.0 Pre-Offer Conference

The State **will not** conduct a Pre-Offer Conference for this Solicitation.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the State’s “**Discussions with Buyer**” Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

End of Section 1



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of
Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 2: Scope, Pricing and Terms and Conditions

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Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

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SECTION 2-A: Scope of Work

DESCRIPTION: The State of Arizona invites sealed proposals from qualified firms to provide Medium and Heavy Duty Cab and Chassis for Statewide and Eligible Agencies as specified below.

DUE DATE AND TIME: Offers shall be received until **3:00 p.m. Arizona MST, 11/28/18.**

Additional information regarding submittal instructions is located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

Start of Scope

Requirements which must be met by vendors to be considered for this award include but are not limited to the following:

1. GENERAL CONDITIONS AND REQUIREMENTS

- 1.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.
- 1.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 1.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
- 1.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

2. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout



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the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

3. CHASSIS UPFIT/MODIFICATION

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.

4. WARRANTY

- 4.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer's warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.
- 4.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

5. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

- 5.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.
- 5.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.
- 5.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:
 - Complete lubrication
 - Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
 - Full tank(s) of fuel and DEF (diesel exhaust fluid) if required, less delivery fuel and DEF
 - Engine adjustment to proper operation condition
 - Tire inflation to correct pressure
 - Checking of all mechanical and electrical operations
 - Checking for any appearance defects
 - Cleaning, removal of all unnecessary tags and stickers, washing if necessary
- 5.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more



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than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.

- 5.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State's communities. These purchases will be made for authorized political subdivisions.
- 5.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.
- 5.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following;
- All standard factory equipment
 - Automatic transmission
 - Cruise Control
 - Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
 - Air conditioning
 - Basic radio with Bluetooth capability for cell phone connection
 - Cloth seats
 - Rear view mirrors on driver and passenger doors
 - Standard factory tint glass, if available

6. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

- 6.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.
- 6.2. Shop Manuals – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.
- 6.3. Diagnostic Tools/Subscriptions – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

7. MANUFACTURER'S CERTIFICATION

- 7.1. The Contractor shall submit proof of Manufacturer certification in response to the qualifications questions located in Section 3 Attachment 2-A, stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer's Certification must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer's Certification.

8. CURRENT MODELS

- 8.1. All vehicles shall be the manufacturer's current models in production at the time of delivery.



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All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

9. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

- 9.1. The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:
- 9.2. The dealer or outlet name
- 9.3. Location (physical address)
- 9.4. Telephone/fax numbers and email information
- 9.5. Key personnel at that location
- 9.6. Approval shall be in the form of a bilateral change order in the State's e-Procurement system, and shall become effective on the date the change order is the 'Sent' status.

10. DELIVERY (MINIMUM)

- 10.1. Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on the pricing document.
- 10.2. All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 10.3. All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.
- 10.4. The following documents shall be provided upon delivery of the vehicles(s):
- 10.5. M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
- 10.6. Warranty Document
- 10.7. Manufacturers unaltered invoice
- 10.8. The retail price label must be affixed to the window of all vehicles delivered
- 10.9. Delayed warranty/in-service start request form (if requested by ordering entity)

11. EQUIPMENT INSPECTION

- 11.1. Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.



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- 11.2. Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

12. IN-SERVICE NOTIFICATION

- 12.1. Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

13. OPTIONAL EQUIPMENT

- 13.1. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

14. RECALL NOTICES

- 14.1. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.

15. VEHICLE DOCUMENTATION

- 15.1. The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

16. FEDERAL TERMS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS

- 16.1. BUS TESTING The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:
- Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.
 - A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
 - If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.



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- If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle’s configuration and major components.

16.2. BUY AMERICA

- The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
- An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

16.3. CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

- To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)
- To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16.4. CIVIL RIGHTS

- The Contractor is required to comply with Executive Order 99-4 “Non-Discrimination in Employment by Government Contractors and Subcontractors,” which is hereby included in its entirety by reference and considered a part of this Contract.
- The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR



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- 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.
- The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

16.5. CLEAN AIR

The Contractor agrees to:

- Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16.6. CLEAN WATER

- The Contractor agrees to:
- Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- To report each violation to the Purchaser and understands and agrees that the Purchaser shall, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16.7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.



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- **Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- **Subcontractors:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- **Payrolls and basic records:** Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

16.8. ENERGY CONSERVATION

- The contractor agrees to comply with 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.

16.9. FEDERAL CHANGES

- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

16.10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS



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- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

16.11. LOBBYING RESTRICTIONS

- Contractors who apply or bid for an award of \$100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.13. PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

- The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49
- C.F.R. Part 663 and to submit the following certifications:
- Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:
- Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.
- The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.



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- Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.
- Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
- Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;
- Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

16.14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

- The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49
- C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18
- U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16.15. PRIVACY ACT

- The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part



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with Federal assistance provided by FTA.

16.16. STATE AND LOCAL LAW DISCLAIMER

- The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

End of Section 2-A



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SECTION 2-B: Pricing Document

1.0 Compensation

- 1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:



DISCOUNT OFF LIST OR CATALOG

- 1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled the pricing document.
- 1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.
- 1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
- 1.2.3 Each catalog must:
- (a) bear the applicable State contract number;
 - (b) list all materials or services Contractor is authorized to sell under the Contract;
 - (c) not contain any items that are excluded from the Contract;
 - (d) provide ordering information and contact information for customer support.
- 1.2.4 Each catalog and its accompanying price list must include for each item:
- (a) a part or model number, if applicable;
 - (b) a complete and accurate description of the item;
 - (c) the manufacturer’s suggested retail price (MSRP) or Contractor’s list price;
 - (d) a stock keeping unit (SKU) number (SKU) , if applicable;
 - (e) the item’s unit of measure (UOM), if applicable; and
 - (f) the quantity in the unit of measure (QUOM), if applicable.
- 1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.
- (a) The electronic versions are to be provided as they are available.
 - i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through the e-procurement system as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- 1.3 Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.



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2.0 Pricing

- 2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachment 4 Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
- 2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2 For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.
- 2.3 *Medium and Heavy Duty Cab and Chassis and Available Options.* All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.
- 2.4 *Delivery.* Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment 4 Pricing. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.
- 2.5 *Supplemental Pricing – All Inclusive.* Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.
- 2.6 Pricing for any additional products or services shall be in accordance with the information provided in Attachment 4- Pricing,
- 2.7 **Price Reductions and Sales Promotions.** Contractor may reduce its contracted price at any time, and will provide documentation listing the original State contract price and the new reduced or promotional price. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.
- 2.8 **NO ADJUSTMENT.** All prices and rates in the e-Procurement system, or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for



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inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the The State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes <i>(as a separate invoice line item)</i>	●
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or



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3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
 - 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
 - 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
 - (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
 - 4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:



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<https://gao.az.gov/afis/vendor-information>

End of Section 2-B



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SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- | | |
|---|---|
| 1.1 Acceptance | "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| 1.2 Accepted Offer | If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer. |
| 1.3 Arizona Procurement Code;
A.R.S.; A.A.C. | "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the <u>Instructions to Offerors</u> . |
| 1.4 Arizona TPT | "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
https://www.azdor.gov/business/transactionprivilegetax.aspx . |
| 1.5 Attachment | "Attachment" means any item that:
<ol style="list-style-type: none">1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);2. was attached to an Offer when submitted; and3. was included in the Accepted Offer. |
| 1.6 Pricing Document | "Pricing Document" means <u>Section 2-B of Part 2 of the Solicitation Documents</u> , provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions. |
| 1.7 Contract Amendment | "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in The State's e-Procurement System is to be construed as being synonymous with "Contract Amendment". |
| 1.8 Contract Terms and Conditions | "Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively. |
| 1.9 Contractor | "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State. |
| 1.10 Contractor Indemnitor | "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors. |



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1.11 Co-Op Buyer

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

“Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

“Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order

“Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:

1. “Release” or “Release Purchase Order” in The State’s e-Procurement System;
2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in The State’s e-Procurement System; or
3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.

1.16 The State’s e-Procurement System

“The State’s e-Procurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State’s e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

1.17 State

With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

“State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

“Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . .” The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.



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1.20 Work

“Work” means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to “Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees” in every instance unless the context plainly requires that it is to be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive “may” with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative “shall” with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*” in every instance;
5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;



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- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for **twelve (12) months unless canceled, terminated, or permissibly extended.**

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402



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Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

Phoenix, AZ 85007

3.4 Signing of Contract Amendments

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.



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3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For



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either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

**3.11 Offshore
Performance of Certain
Work Prohibited**

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

**3.13 Statewide Contract
Provisions**

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be



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construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:
<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>
2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.
6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.



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3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

- 3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].



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4.0 Costs and Payments

4.1 Payments

4.1.1 **PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 **PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 **CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 **TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 **IN WHOLE.** Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 **IN PART.** Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.



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6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the



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Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation.....	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State



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Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement 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 State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State



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shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

- 6.5.1 **DEFINITION.** For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2 **RELIEF FROM PERFORMANCE.** Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.5.3 **EXCUSABLE DELAY IS NOT DEFAULT.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.5.4 **DEFAULT DIMINISHES RELIEF.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case and to that extent the other party’s normal remedies and the affected party’s obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State’s acceptance.



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- 7.2 Contractor Personnel** Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.3 Intellectual Property** Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.4 Licenses and Permits** Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
- 7.5 Operational Continuity** Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and Delegation*] that expressly recognizes the event.
- 7.6 Performance in Public Health Emergency** Contractor warrants that it will:
1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
 2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
- For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
- 7.7 Lobbying**
- 7.7.1 PROHIBITION.**
- (a) Contractor warrants that:
 - i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
 - (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
 - (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 7.7.2 EXCEPTION.** This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 7.8 Survival of Warranties** All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.



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8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

- | | |
|-----------------------------------|--|
| 10.1 Claim Resolution | Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518. |
| 10.2 Mandatory Arbitration | In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements. |

11.0 General Provisions for Materials

- | | |
|--|--|
| 11.1 Applicability | Article 11 applies to the extent the Work is or includes Materials. |
| 11.2 Off-Contract Materials | Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract. |
| 11.3 Compensation for Late Deliveries | Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them |
| 11.4 Indicate Shipping Costs on Order | Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one) |
| 11.5 Current Products | Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract |
| 11.6 Maintain Comprehensive Selection | Contractor shall provide at all times the comprehensive selection of products for which a price is established in the <u>Commercial Document</u> for ordering by Eligible Agencies, and Co-Op Buyers if applicable. |
| 11.7 Additional Products | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in |



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11.8 Discontinued Products

response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide:

(a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7)

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product.

11.9 Forced Substitutes

Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.10 Recalls

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under [FAR 52.247-30](#)

11.11 Delivery

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.12 Delivery Time

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.13 Delivery Locations

2. if the Contract is for a single State agency in all its locations, then Contractor shall



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deliver to any of that agency's location in Arizona;

3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
 - i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
 - c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.16 Correcting Defects

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.



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State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

11.17 Returns

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
 - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
 - (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

11.18 Order Cancellation

3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

11.19 Product Safety

11.20 Hazardous Materials



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12.0 General Provisions for Services

- 12.1 Applicability** Article 12 applies to the extent the Work is or includes Services.
- 12.2 Comprehensive Services Offering** Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
- 12.3 Additional Services** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 12.4 Off-Contract Services** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
- 12.5 Removal of Personnel** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 12.6 Transitions** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 12.7 Accuracy of Work** Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 12.8 Requirements at Services Location** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an



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industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each



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person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

End of Section 2-B



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SECTION 2-D: Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- | | |
|--------------------------------|--|
| 1.1 Attachment | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer. |
| 1.2 Contract | "Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments. |
| 1.3 Contract Amendment | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract. |
| 1.4 Contractor | "Contractor" means any Person who has a Contract with the State. |
| 1.5 Days | "Days" means calendar days unless otherwise specified. |
| 1.6 Exhibit | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation. |
| 1.7 Gratuity | "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received. |
| 1.8 Materials | "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space. |
| 1.9 Procurement Officer | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract. |
| 1.10 Services | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| 1.11 State | "State" means the State of Arizona and Department or Agency of the State that executes the Contract. |
| 1.12 State Fiscal Year | "State Fiscal Year" means the period beginning with July 1 and ending June 30. |
| 1.13 Subcontract | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract. |

2.0 Contract Interpretation

- | | |
|------------------------|---|
| 2.1 Arizona Law | The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7. |
|------------------------|---|



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- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

- 3.1 Records** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative



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may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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 contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does



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not relieve the seller from its obligation to remit taxes.

4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. **Public Agency Language Only** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively



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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 result in 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."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 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 party 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-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.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. 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 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;



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- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance with Laws** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination**
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

- 8.1 Right to Assurance** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order**
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies** The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.



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8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (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 the State 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 other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State 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 the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up



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Performance Through Termination

to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2



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Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

**1.1 Arizona
Procurement
Code;
A.R.S.;
A.A.C.**

“Arizona Procurement Code” means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated “A.A.C.”).

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

**1.4 Contract
Amendment**

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

**1.5 Contract Terms
and Conditions**

Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

**1.9 Not Susceptible
for Award**

“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.



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- 1.10 Offer:**
Initial Offer;
Revised Offer;
Best and Final
Offer (BAFO)
- "Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted.
- "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
- "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered.
- Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.11 Offeror**
- "Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
- 1.12 Pricing Document**
- "Pricing Document" means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
- 1.13 The State's e-Procurement System**
- "The State's e-Procurement System" is defined in paragraph 1.16 of the Special Terms and Conditions.
- 1.14 Procurement Officer**
- "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State's e-Procurement System.
- 1.15 Solicitation**
- "Solicitation" means this procurement solicitation, which State is issuing as either:
1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
 2. a request for proposals ("RFP") under A.R.S. § 41-2534;
 3. a request for quotations ("RFQ") under A.R.S. § 41-2535; or
 4. a request for qualifications under A.R.S. § 41-2558.
- Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
- 1.16 Solicitation Amendment**
- "Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
- 1.17 Solicitation Summary**
- "Solicitation Summary" means Section 1 of the Solicitation Documents.
- 1.18 State**
- "State" is defined in paragraph 1.11 of the Uniform Terms and Conditions.
- 1.19 Subcontract**
- "Subcontract" is defined in paragraph 1.13 of the Uniform Terms and Conditions.
- 1.20 Subcontractor**
- "Subcontractor" is defined in paragraph 1.19 of the Special Terms and Conditions.

2.0 Solicitation Inquiries

- 2.1 Duty to Examine**
- Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.



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2.2 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State's e-Procurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

2.3 Submission of Inquiries

Submit all inquiries related to the Solicitation in The State's e-Procurement System. The Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk:
 - by phone at (602) 542-7600, option2; or
 - by email to <https://app.azdoa.gov>.
2. Submit all other inquiries about the Solicitation using the **"Discussions with Buyer" tab in the State's e-Procurement System**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about navigating and/or submitting proposals in the State's e-Procurement system, the State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 Verbal or Email Responses

An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

Only a Solicitation Amendment issued in The State's e-Procurement System can change the Solicitation.

2.7 Pre-Offer Conference

No Pre-Offer Conference will be held for this solicitation.

3.0 Offer Preparation

3.1 Online Documents

The Solicitation Documents are only provided online in The State's e-Procurement System; State will not provide any printed copies or other formats.

3.2 Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.

3.3 Deviations in Offer

When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any un-identified deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

3.4 Evidence of Intent

Every one of your Offer submissions (**e.g. initial submission and any subsequent re-submission**) must contain Attachment 1 [Offer and Acceptance Form] with a signature



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by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.

3.5 Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [Conformance Statement] and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.6 Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [Insurance and Bonding Evidence].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then **you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information] and as per Instruction 4.7 Confidential Documents below.**

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

3.7 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

3.8 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

3.9 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. §6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

3.10 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.11 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide



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promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

3.12 Cost of Offer Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

3.13 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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. Offerors shall declare all anticipated offshore services in the proposal.

4.0 Submission of Offer

4.1 Required Offer Content

INITIAL SUBMISSION:

Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments).

BEST and FINAL OFFER

Best and Final Offer (BAFO) must contain all of the Attachments indicated in the applicable Procurement Officer request for a Submitted Offer. Make revisions in response to the negotiations / discussions and the Procurement Officer's Request for Best and Final Offer in all applicable documents and pricing grid in the State's e-procurement system.

4.2 Attachment Forms

If an Attachment indicates that a "Form" is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "**See Attachment X Supplement (#1 of 2)**", etc., and the additional document is clearly marked as "**Attachment X Supplement (#1 of 2)**," etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such "additional" document as an individual file and name the file to match the document title.

NOTE (3): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

4.3 Pricing

Pricing must be shown in the EXCEL document titled as follows:
Attachment 4 Pricing

4.4 Submission

Submit each Offer online in The State's e-Procurement System before the "Bid Opening Date" indicated for the "Solicitation No." State will not consider a proposal



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submitted by any other method other than The State's e-Procurement System, and it will be deemed void upon submission. **By A.A.C. R2-7-C307, State will not consider later offers.** State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State's e-Procurement System. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using the State's e-Procurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in The State's e-Procurement System carefully, since the State's e-Procurement System Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in The State's e-Procurement System. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. To be Responsive you must submit or re-submit your offer. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a **detailed explanation** as to why **each item or category of items** in the proposal should be designated confidential information.

Submit Confidential Information/Documentation as a Supplement(s) to Section 5-A. DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response. If the Confidential information is to be responsive to another Section/Question, simply provide a statement providing the Section 5-A Supplement Title to be reviewed by the Evaluators.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.



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4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in the State's e-Procurement System after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in The State's e-Procurement System promptly after the opening date.

4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;



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8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6.0 Evaluation of Offers

6.1 Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

6.2 Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.



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6.3 Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

6.4 Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S. § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and,
3. determination that the data is not defective under A.A.C. R2-7-705.

6.5 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- 6.5.1 Capacity of Offeror, Experience;
- 6.5.2 Methodology; and
- 6.5.3 Cost.

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

6.8 Consideration of Exceptions

Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

6.9 Consideration of Deviations

Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

6.10 Consideration of Prompt Payment Discount

Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.



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- 6.11 Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.12 Consideration of Cost** Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.13 Unit Price Prevails** In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
- 6.14 Waiver and Rejection** Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

- 7.1 Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 Number of Types of Awards** State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.
- 7.3 Contract Inception** Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.
- 7.4 Contract Document Consolidation** State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.



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8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and the solicitation or contract number;
4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. the form of relief being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 402
Phoenix, Arizona, 85007

End of Section 3-A



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Attachment 2-A Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

[Attached Document](#)

Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona State?
- C. What is the range in size of your current clients?
- D. How long have you provided services to your longest tenured client?
- E. Why did your last three former clients cancel their contracts?
- F. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

2A Our clientele are in various industries. Over the road/ highway operations, Vocational (Dump, Refuse, Construction, Etc.) and various Municipal Customers.

2B We have been operating in the Arizona Market for 19 years. We service many different types of governmental clients at the city and county level here in the state as well as private customers from 1 truck operators to national accounts.

2C We service many different types of governmental clients at the city and county level here in the state as well as private customers from 1 truck operators to national accounts.

2D 19 Years

2E The majority of our business is not done on contracts. If any long term contracts have been cancelled we are unaware.

2F N/A

Question 3: Financial/Accounting Information



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Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

Rush Truck Centers of Arizona, Inc. ("Offeror") does not maintain audited financials; financial information for Offeror is reported through its parent company, Rush Enterprises, Inc.. However, we have included unaudited financial information Offeror for 2016 and 2017 with our response. This information is confidential information of Rush and is therefore included in the Supplement to Section 5-A.

In addition, included with our response are copies of annual reports issued by Rush Enterprises for 2016 and 2017. As of December 31, 2017, Rush Enterprises had cash and cash equivalents on its balance sheet of over \$124 million dollars, and, as of November 14, 2018, Rush Enterprises' market cap was over \$1.4 billion dollars. Additional financial information for Rush Enterprises can be found here:
<http://investor.rushenterprises.com/results.cfm>.

Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

See Attachment 3-B

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

Equipment to be supplied under this contract is manufactured by Peterbilt Motors or Hino Motors. No other subcontractors will be utilized in the supply of the cabs and chassis. In the event an Eligible Agency requests Rush to upfit/modify any cab and chassis for its specific organizational needs, Offeror may need to utilize a subcontractor to assist in the upfit/modification.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the goods and services being proposed.

Offeror Response:

A copy of Offeror's dealer license renewal is included with our response.



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix	Joe Guerin	1.1.17	TBD
	Phone Number	Email Address		
	602-262-4625	Joe.guerin@phoenix.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
We maintain a great working relationship with the City of Phoenix. We have at least one long term contract with them to provide refuse trucks.				
List job positions provided and technologies utilized to supplement services.				
N/A				

2	Client Company/Address	Contact	Begin Date	End Date
	City of Tucson	James Seeds	7.1.17	TBD
	Phone Number	Email Address		
	520-837-6394	James.seeds@tucsonaz.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
We have been awarded the city of Tucson contract for refuse vehicles for many years now.				
List job positions provided and technologies utilized to supplement services.				
N/A				



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3	Client Company/Address	Contact	Begin Date	End Date
	City of Avondale	Russ Dangel	Ongoing	Ongoing
	Phone Number	Email Address		
	623-333-4479	rdangel@avondale.org		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
We deliver various vehicles to City of Avondale. Utilizing different cooperative contracts such as HGAC.				
List job positions provided and technologies utilized to supplement services.				
N/A				

4	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

End of Attachment 2-A



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Attachment 2-B Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	Rush Truck Centers of Arizona, Inc. dba Rush Truck Center, Phoenix		Year established	1999
Principal address (street, city, state)	9600 W. Roosevelt St., Tolleson, AZ 85353			
Entity type:	Corporation	Structure:	For profit C corporation	
Branch or Division:	Branch	Parent:	Rush Enterprises, Inc.	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			19	
Years of experience performing services similar in size and scope as required by this Solicitation.			19	
Years the organization has conducted business in Arizona.			19	
Contract Representatives to Contact				
	Name	Title	Telephone Number	E-Mail Address
1.	Chris Ryan	Regional General Manager	(602) 422-8110	ryanc@rushenterprises.com
2.	Byron Haught	Sales Representative	(602) 422-8124	haughtb@rushenterprises.com
3.	Michael Lyons	Assistant Secretary	(830) 302-5286	lyonsm@rushenterprises.com
Licenses/Certifications				
	Description	Issuer	Number	Expiration
4.	Arizona Dealer License	Arizona DMV	L00001138	9/30/2019
5.				
6.				
7.				
8.				
9.				
10.				



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Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
11	PAYDEX (Dun & Bradstreet)	62	11/07/18
12			
13			

Capacity

	Location	Work Performed	Number Staff	Capacity
14	9600 W. Roosevelt St., Tolleson, AZ 85353	Full services truck sales and service facility	140	??
15				
16				
17				
18				

ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
19.	Arizona Dealer License Renewal	08/22/18	1	Supplement Question 6 of Attachment 2-A, Experience and Questionnaire and the Licenses/Certifications section of Attachment 2-B, Organization Profile

End of Attachment 2-B

Rush Truck Centers of Arizona, Inc.

Rush Truck Centers of Arizona, Inc., a Delaware corporation ("Rush Arizona") was formed and began operations in Arizona in October 1999 when it acquired the assets of Southwest Peterbilt, Inc. and Southwest Truck Center, Inc. At present, Rush Arizona has over 220 employees and operates at 4 locations in Arizona: Flagstaff, Phoenix, Tucson and Yuma.

Rush Arizona is a wholly owned subsidiary of Rush Enterprises, Inc. ("Rush Enterprises"). Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. It sells and services leading truck and bus manufacturers including Peterbilt, International, IC Bus, Ford, Hino, Isuzu and Blue Bird at over 100 locations in 21 states. Rush Enterprises is headquartered in Texas at: 555 IH35 South, New Braunfels, TX 78130

Rush Enterprises has been involved in operating commercial truck dealerships since 1965, and enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush Truck Center dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

Rush Arizona does not maintain audited financials; financial information for Rush Arizona is reported through its parent company, Rush Enterprises. However, we have included unaudited financial information for 2016 and 2017 with our response. This information is confidential information of Rush and is therefore included in the Supplement to Section 5-A.

In addition, included with our response are copies of annual reports issued by Rush Enterprises for 2016 and 2017. As of December 31, 2017, Rush Enterprises had cash and cash equivalents on its balance sheet of over \$124 million dollars, and, as of November 14, 2018, Rush Enterprises' market cap was over \$1.4 billion dollars. Additional financial information for Rush Enterprises can be found here: <http://investor.rushenterprises.com/results.cfm>.

Regarding the ongoing operations of Rush Arizona (Offeror):

- in the last 5 years, Offeror has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- there are no pending Securities Exchange Commission investigations involving the Offeror;
- there is no open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services; and
- there is no open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client; and
- Offeror is not aware of any Public Sector contracts that have been terminated in the past five years.

The Officers and Directors off Rush Truck Centers of Arizona, Inc. are:

W. M. "Rusty" Rush, Sole Director, President and CEO

Derrek R. Weaver, VP, & Treas.

Scott Anderson, VP Finance & Insurance

Steven L. Keller, Assistant Secretary

Michael S. Lyons, Assistant Secretary

Contact info for Officers and Directors:

Rush Enterprises, Inc.

555 IH35 South, Suite 500

New Braunfels, TX 78130

(830) 302-5200

(830) 302-5209 Fax



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Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Offeror shall provide information on locations and geographic regions served.

Offeror Response: In the Arizona market we have Parts and Service locations in Phoenix, Tucson, Yuma and Flagstaff. We currently serve customers in every part of the state.

Question 2: Offeror shall describe how customers can check their order status (website, telephone, etc).

Offeror Response: We have a proprietary online program called service link where customers can view the status of repairs.

Question 3: Offeror shall detail any Manufacturer's Standard and Extended New Vehicle Service Agreement(s):

Offeror Response: N/A

Question 4: If Offeror has indicated subcontractors will be used (upfitting or otherwise), please give further detail on when these subcontractors would be used, and what focus or aspect of service the subcontractor would be used for.

Offeror Response: Equipment to be supplied under this contract is manufactured by Peterbilt Motors or Hino Motors. No other subcontractors will be utilized in the supply of the cabs and chassis. In the event an Eligible Agency requests Rush to upfit/modify any cab and chassis for its specific organizational needs, Offeror may need to utilize a subcontractor to assist in the upfit/modification.

Question 5: Offeror shall provide a description of the training their employees will undergo to familiarize themselves with the State's contract and account.

Offeror Response: We have key personnel trained in municipal business who will be key points of contact for our ongoing relationship with the State.

Question 6: Offeror shall describe its relationship with manufacturer (as applicable), and how the contractor works with the manufacturer to continuously obtain the lowest cost for resale to the State and Eligible Agencies (volume purchases, pricing tiers, quarterly incentives, model promotions, etc).

Offeror Response: Rush Enterprises is the largest commercial vehicle dealer group in the US. We leverage this position to ensure we always get the best pricing available to pass along to our customers.

Question 7: Offeror shall outline and describe their proposed ordering and delivery process.

Offeror Response: We will work with the State or other user to determine the appropriate specification and price for the unit while giving a tentative delivery date, upon receipt of a Purchase Order we will order the



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unit and update/solidify delivery schedule. Upon arrival we will PDI the unit and make it available for inspection by the user. If it is acceptable we will deliver the unit to the requested location unless the user wishes to pick it up. Upon delivery we will have documentation that will be required to be signed at that time.

ATTACHMENT 3-A SUPPLEMENTS:

(None)

End of Attachment 3-A



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Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	Name:	Byron Haught	How long with company?	5 Years
	Current position in company:	Municipal Sales	How long in position?	4 Years
	Position for the Services:	Main point	How much of time will be dedicated to the Services?	100 %
	What primary functions will be assigned?	Truck specing and ordering		
	Describe person's experience in performing services like those that are to be assigned:	4 Years of providing like services to other municipalities		
	List person's job-related training and education:	Various		
	Resume:	N/A		



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2	Name:	Chris Ryan	How long with company?	21 years
	Current position in company:	Regional General Manager	How long in position?	4 Years
	Position for the Services:	Ultimate decision maker	How much of time will be dedicated to the Services?	100 %
	What primary functions will be assigned?	If there are any issues Chris will have the authority to make decisions on how best to fix the issue.		
	Describe person's experience in performing services like those that are to be assigned:	4 Years as a regional manager, 21 total years of dealership management.		
	List person's job-related training and education:	Various		
	Resume:	N/A		



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3	Name:	Matt Baker	How long with company?	15 years
	Current position in company:	Regional Sales Manager	How long in position?	7 years
	Position for the Services:	Discount Negotiation with Manufacturer/ Order Approvals	How much of time will be dedicated to the Services?	100 %
	What primary functions will be assigned?	Matt will negotiate factory discounts on our behalf and work with the ordering schedule to get preferred build dates if available		
	Describe person's experience in performing services like those that are to be assigned:	Years of performing these tasks as well as knowledge of municipal business.		
	List person's job-related training and education:	Various		
	Resume:	N/A		

End of Attachment 3-B



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Attachment 3-C Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

☐ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☒ YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
20.	Peterbilt Motors	NO	Chassis Manufacturer	
21.	Hino Motors	NO	Chassis Manufacturer	
22.	Name	select		
23.	Name	select		
24.	Name	select		
25.	Name	select		
26.	Name	select		
27.	Name	select		
28.	Name	select		
29.	Name	select		

End of Attachment 3-C



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Attachment 3-D

Boycott of Israel Disclosure

Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - together with other investors that are not subject to this section.
 - that are held in an index fund.
- "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
- "Public fund" means the state treasurer or a retirement system.
- "Restricted companies" means companies that boycott Israel.
- "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

☒ My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Rush Truck Center
Company Name
9600 W. Roosevelt St
Address
Phoenix AZ 85353
City State Zip

[Redacted Signature]
Signature of Person Authorized to Sign
CHRIS TOPHER RYAN
Printed Name
Regional General Managers
Title

End of Attachment 3-D

Pricing for Other Medium and Heavy Duty Cab, Chassis, and Buses Products or Services

Instructions: Offerors shall provide pricing for all proposed Medium and Heavy Duty Cab, Chassis, and/or Buses products and services in the columns below.

[illegible]

Pricing for Medium and Heavy Duty Cab, Chassis, and Buses Options

Instructions: Offerors shall provide information for any additional option packages/add-ons available for Medium and Heavy Duty Cab and Chassis below. Proposed option packages shall only be for Medium and Heavy Duty Cab, Chassis, and Buses proposed on the 'Pricing - Vehicles' tab. Column E shall automatically populate the correct number utilizing the pre-entered formula. Please copy and paste the format for additional space if necessary.

Manufacturer/Make/Model: Peterbilt 220				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	15%	\$	0.85
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 337				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	15%	\$	0.85
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 348				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	15%	\$	0.85
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 365				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	23%	\$	0.77
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 567				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	23%	\$	0.77
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 579				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	23%	\$	0.77
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 389				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	23%	\$	0.77
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Peterbilt 520				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	23%	\$	0.77
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Hino 155				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	20%	\$	0.80
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Hino 195				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	20%	\$	0.80
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Hino 268				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	18%	\$	0.82
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Manufacturer/Make/Model: Hino 338				
Option Package Description:	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP	Contract Price	
1 Any Manufacturer Listed Option	\$ 1.00	18%	\$	0.82
2 (1 Dollar shown as Example)			\$	-
3			\$	-
4			\$	-
5			\$	-

Pricing for Medium and Heavy Duty Cab, Chassis, and

Instructions: Offerors shall provide pricing for all proposed Medium and Heavy Duty Cab, Chassis, and Chassis Cab below. Column E shall automatically populate the correct contract price utilizing the pre-

Make	Model	Manufacturer's Suggested Retail Price (MSRP)	Percentage (%) Off MSRP
Peterbilt	220	\$ 89,788.00	15%
Peterbilt	337	\$ 106,087.00	15%
Peterbilt	348	\$ 127,747.00	15%
Peterbilt	365	\$ 195,449.00	23%
Peterbilt	567	\$ 203,091.00	23%
Peterbilt	579	\$ 209,486.00	23%
Peterbilt	389	\$ 210,448.00	23%
Peterbilt	520	\$ 194,240.00	23%
Hino	155	\$ 54,355.00	20%
Hino	195	\$ 62,625.00	20%
Hino	268	\$ 85,409.00	18%
Hino	338	\$ 91,425.00	18%

Buses

and/or Buses in the columns
-entered formula.

[illegible]



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-A Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer **along with the appropriate supporting information** to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☒	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Rush Truck Centers of Arizona

Offeror Company Name

9600 W Roosevelt St.

Address

Tolleson

AZ

85353

City

State

Zip

Signature of Authorized Person

Chris Ryan

Printed Name

Regional General Manager

Title

End of Attachment 5-A



Request for Proposal

Solicitation No.
BPM000228

Description:
Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
1. *The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
 2. *The designated information is not confidential; or*
 3. *Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
1. *A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
 2. *The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-B Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☒ YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☐ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- ☒ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Rush Truck Center of Arizona

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work		
16.2	Clarification only	Regarding the Buy America requirements, based on information provided by the cab and chassis manufacturer, the majority of heavy duty equipment being bid by Rush meets the Buy America requirements as of the bid submission date but not all. However, this is subject to change over the course of the contract if the manufacturer changes product facilities for the equipment being bid. In addition, in the event an Eligible Agency requests Rush to upfit/modify any cab and chassis for its specific organizational needs with a specialized body, a Buy America analysis would need to be performed at the time of the request for the body and Rush cannot certify in advance that such requested body meets the Buy America requirements. Rush would like to know in advance if Buy America Restrictions will be required for each vehicle request so an analysis can be completed.
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Pricing Document		
x	x	x
x	x	x
x	x	x



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

x	x	x
x	X	x

Rush Truck Center of Arizona

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.

BPM000228

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x

Rush Truck Center of Arizona

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/12/2018

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
INSURED Rush Enterprises, Inc 555 IH 35 South, Suite #234 New Braunfels TX 78130 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Insurance Co of the State of PA		19429
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: American Home Assurance Co.		19380
	INSURER D: Illinois National Insurance Co		23817
	INSURER E: New Hampshire Insurance Company		23841
	INSURER F: Commerce & Industry Ins Co		19410

COVERAGES**CERTIFICATE NUMBER:** 570073882847**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			GL5425782	11/01/2018	11/01/2019	EACH OCCURRENCE	\$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$10,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$10,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 9767335	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
	☒ ANY AUTO			SIR applies per policy terms & conditions				
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS		CA 9767337	11/01/2018	11/01/2019	BODILY INJURY (Per person)	
	☒ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY		SIR applies per policy terms & conditions			BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
F	☒ UMBRELLA LIAB	☒ OCCUR		28295005	11/01/2018	11/01/2019	EACH OCCURRENCE	\$2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE		SIR applies per policy terms & conditions			AGGREGATE	\$2,000,000
	☐ DED ☒ RETENTION							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC031468021	11/01/2018	11/01/2019	☒ PER STATUTE	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A	WC031468022	11/01/2018	11/01/2019	☐ OTH-ER	
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WC031468019	11/01/2018	11/01/2019	E.L. EACH ACCIDENT	\$1,000,000
B				WC031468020	11/01/2018	11/01/2019	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				XWC5565573	11/01/2018	11/01/2019	E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Solicitation No. BPM000228.
Statewide Medium and Heavy Duty Cab and Chassis.
Garage Keepers Legal Liability is included in the above referenced Auto Policy. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' compensation

CERTIFICATE HOLDER**CANCELLATION**

State of Arizona Attn: State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix AZ 85007 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570073882847

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Rush Enterprises, Inc	
POLICY NUMBER See Certificate Number: 570073882847			
CARRIER See Certificate Number: 570073882847	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

policies.

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.,
D/B/A RUSH TRUCK CENTER, PHOENIX

[Work Orders]

See following pages (to be attached subsequent to execution).



CITY COUNCIL REPORT

SUBJECT: First Amendment - Cooperative Purchasing Agreement with Norwood Equipment, LLC for Street Sweeper Equipment and Parts

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a first amendment to the Cooperative Purchasing Agreement with Norwood Equipment, LLC to provide the City with sewer vacuum, hydro-excavation and street sweeper equipment, related accessories and supplies to extend the contract term to February 20, 2023, increase the maximum aggregate amount over the term of the agreement to \$406,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On July 16, 2018 City Council approved Resolution 3473-718 authorizing the acceptance of grant funding from the Maricopa Association of Governments for the purchase of a replacement street sweeper in an amount not to exceed \$255,116; the expenditure of a local match in an amount not to exceed \$30,884; and the purchase of a street sweeper for a total not to exceed purchase price of \$286,000.

After a competitive procurement process, National Joint Powers Alliance (NJPA) entered into Contract No. 122017-FSC, dated February 20, 2018 with Federal Signal Corporation (Federal), a Delaware corporation, for the purchase of sewer vacuum, hydro-excavation and street sweeper equipment, and related accessories and supplies. Norwood Equipment, LLC is an authorized dealer for Federal. The City of Avondale is permitted, pursuant to Section 25-24 of the City Code, to purchase equipment under the NJPA Contract.

On September 5, 2018 the City entered into Cooperative Purchasing Agreement 14906C with Norwood Equipment, LLC to provide sewer vacuum, hydro-excavation and street sweeper equipment, related accessories and supplies in a not to exceed amount of \$286,000 with a contract expiration of June 30, 2019. Pursuant to Section 25-8 of the City Code, the expenditure was eligible for administrative award.

DISCUSSION:

The Streets Division maintains a rigorous schedule of street sweeping to ensure citizens and customer have clean roadways and to enhance the quality of life in our neighborhoods. Arterial streets are swept every other

week. Collector and neighborhood streets are swept once per month coordinating with bulk trash service. The City has determined that additional equipment from the vendor is necessary. The City and the vendor desire to enter into this First Amendment to extend the term of the Agreement, modify the scope of work and provide for an increase in compensation for purchase of street sweeper, sewer vacuum and hydro-excavation parts, supplies and equipment. The amendment will extend the initial term through February 20, 2020 and allow for automatic renewals for up to three successive one-year terms. The amendment increases the compensation by \$30,000 for the initial and each renewal term and increases the maximum aggregate not-to-exceed compensation from \$286,000 to \$406,000 over the contract term.

Term	Dates	Compensation
Original Initial Term	09/05/18 - 06/30/19	\$286,000
Amended Initial Term	09/05/18 - 02/20/20	\$30,000
Added Renewal 1	02/21/20 - 02/20/21	\$30,000
Added Renewal 2	02/21/21 - 02/20/22	\$30,000
Added Renewal 3	02/21/22 - 02/20/23	\$30,000
Total Compensation:		\$406,000

BUDGET IMPACT:

Expenditures are typically charged to Fleet Services line items: 600-5200-00-6330, Contractual Maint./Vehicles; and 600-5200-00-7410, Parts; and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a first amendment to the Cooperative Purchasing Agreement with Norwood Equipment, LLC to provide the City with sewer vacuum, hydro-excavation and street sweeper equipment, related accessories and supplies to extend the contract term to February 20, 2023, increase the maximum aggregate amount over the term of the agreement to \$406,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORWOOD EQUIPMENT, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of April 8, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Norwood Equipment, LLC, a Delaware limited liability company (the “Vendor”).

RECITALS

A. After a competitive procurement process, National Joint Powers Alliance (“NJPA”), entered into Contract No. 122017-FSC, dated February 20, 2018 (the “NJPA Contract”), with Federal Signal Corporation, a Delaware corporation (“Federal”), for the purchase of sewer vacuum, hydro-excavation and street sweeper equipment, with related accessories and supplies. Vendor is an authorized dealer for Federal.

B. The City and the Vendor entered into Cooperative Purchasing Agreement No. 14906C, dated September 5, 2018 (the “Agreement”), based upon the NJPA Contract, for the Vendor to provide the City with sewer vacuum, hydro-excavation and street sweeper equipment, with related accessories and supplies (the “Equipment”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. On or about June 18, 2018, NJPA changed its name to Sourcewell.

D. The City has determined that additional Equipment from the Vendor is necessary (the “Additional Equipment”).

E. The City and the Vendor desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work and (iii) provide for an increase in compensation to the Vendor for the Additional Equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 City and the Vendor hereby agree as follows:

1. Term of Agreement. The text of Section 1 of the Agreement is deleted in its entirety and replaced with the following:

1.1 Initial Term. This Agreement shall be effective as of September 5, 2018, and shall remain in full force and effect until February 20, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the NJPA Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to three successive one-year terms (each, a “Renewal Term”) so long as the NJPA Contract has not been terminated and subject to availability and appropriation of funds for renewal in each subsequent year, unless the Vendor notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Vendor notifies the City in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. The text of Section 2 of the Agreement is deleted in its entirety and replaced with the following:

Purchase of Equipment. This is an indefinite quantity and indefinite delivery Agreement for Equipment under the terms and conditions of the NJPA Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Equipment to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, equipment order or other form of written agreement describing the Equipment to be delivered (each, an “Equipment Order”). Each Equipment Order shall (i) contain a reference to this Agreement and the NJPA Contract and (ii) be attached hereto as Exhibit 1 and incorporated herein by reference. An Equipment Order submitted without referencing this Agreement and the NJPA Contract will be subject to rejection.

2.1 Unauthorized Conditions. Vendor acknowledges and agrees that an Equipment Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than the City’s project-specific requirements, is hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Equipment Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the NJPA Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement or the NJPA Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of,

its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.2 Cancellation. The City reserves the right to cancel any Equipment Order within a reasonable period of time after issuance. Should an Equipment Order be canceled, the City agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Equipment Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of an Equipment Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall increase the compensation to Vendor by \$30,000.00 for the Additional Equipment for the Initial Term and each Renewal Term, if any, at the unit rates set forth in the NJPA Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$286,000.00 to \$406,000.00.

4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Vendor”

NORWOOD EQUIPMENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of NORWOOD EQUIPMENT,
LLC, a Delaware limited liability company, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the limited liability company.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORWOOD EQUIPMENT, LLC

[Equipment Order(s)]

See following pages (to be attached subsequent to execution).



CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Project Engineering Consultants, Ltd. for Sewer Repair Projects

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Professional Services Agreement with Project Engineering Consultants, Ltd. to provide design services for two sewer repair projects at the Dysart Road and 4th Avenue alignment in the amount of \$278,994.73 and authorize Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 1959, the City constructed two sewer line crossings under the Union Pacific railroad tracks at Dysart Road and the 4th Avenue alignment. These lines provide gravity sewer service for the historic area of Avondale located west of the Agua Fria River. Ductile Iron Pipe (DIP) was utilized where these lines cross under the railroad tracks. Recent video inspections of these lines revealed that both DIP sections are in extremely poor condition and need to be repaired to ensure the safety of the collection system. Additionally, the 2018 Integrated Utility Master Plan (IUMP) identified the need to replace the existing 10-inch gravity sewer line in Dysart Road from Riley Drive south to Corral Street. This section needs to be upsized to a 12-inch line to provide for future development upstream.

The Dysart Road Sewer Project will replace 3,035 feet of 10-inch sewer line in Dysart Road from Riley Drive to Corral Street with a 12-inch line to provide for future capacity and replace a deteriorated section of DIP under the Union Pacific railroad tracks.

The 4th Avenue Sewer Project will repair the deteriorated DIP section of the 15-inch sewer line passing under the Union Pacific railroad track located in an easement within the boundaries of both the City of Goodyear and Maricopa County.

The two projects have separate funding sources in the Capital Improvement Program. Staff feels it would be beneficial to complete the design and construction simultaneously due to their close proximity, the type of repair work required and the need to coordinate both projects with the Union Pacific Railroad.

DISCUSSION:

A Request for Qualifications (RFQ) PW19-014 was released on November 19, 2018, with final submittals due December 12, 2018 for design and construction administration services on both projects. Eight firms submitted proposals. Through the qualification process, PEC was selected as most qualified to provide the professional services for the two repair projects.

The contracted work will include the following:

- Project Management Services During Design
- Preliminary Design Services
- Permit, Regulatory & Safety Considerations
- Design Development
- Miscellaneous Design Stage and Preconstruction Tasks

The fee for the design and related services is \$278,994.73. Staff intends to utilize PEC to provide Construction Management service for the projects as well. The value of this task is directly related to the length of construction. Staff will come back to Council once we have better information regarding the length of the construction phase and ask to amend the contract to include this task.

BUDGET IMPACT:

Funds For The Projects Are Programmed In The Capital Improvement Plan Line Items Listed Below And Subject To Annual Budget Authority:

- 513-1356-00-8610, Large Diameter Pipe Rehabilitation
- 513-1389-00-8620, Sewer System Improvement/Major Maintenance.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Project Engineering Consultants, Ltd. to provide design services for two sewer repair projects at the Dysart Road and 4th Avenue alignment in the amount of \$278,994.73 and authorize Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROJECT ENGINEERING CONSULTANTS, LTD.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of April 8, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Project Engineering Consultants, Ltd., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, PW 19-014 "Sewer Repair Design and Construction Administration Services" (the "RFQ"), a copy of which is on file in the City Engineer's Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional services for the design, construction administration and operational support of sewer repair projects at two locations in the City (the "Services").

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the "SOQ"), which is attached hereto as Exhibit A and which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed \$278,994.73 for the Services at the rates set forth in the Fee Proposal attached hereto as part of Exhibit B.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American

National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery

(subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such

additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. 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 Consultant.

14.5 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.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall 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 shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Consultant: Project Engineering Consultants, Ltd.
2310 West Mission Lane, Suite 4
Phoenix, Arizona 85021
Attn: Tom Braatelen, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the

agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

PROJECT ENGINEERING CONSULTANTS, LTD.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of PROJECT ENGINEERING
CONSULTANTS, LTD., an Arizona corporation, whose identity was proven to me on the basis
of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROJECT ENGINEERING CONSULTANTS, LTD.

[SOQ]

See following pages.

**Statement of Qualifications for
(PW 19-014) Sewer Repair Design &
Construction Administration Services**

12 December 2018

City of Avondale
City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

Subject: Sewer Repair Design and Construction Administration Services

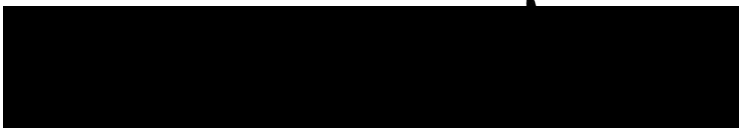
Dear Tiffany Copp and selection committee:

During the last 35 years, Project Engineering Consultants, Ltd., (PEC) has built its Arizona office through successfully completing sewer projects for clients throughout the Southwest. We provide almost every service needed to complete the corresponding tasks in-house, which allows us to control the cost and schedule while also helping the City of Avondale (City) to extend project funds. PEC provides the City with a unique advantage on this project because

- We have been recognized by Trenchless Technology Magazine as one of the nation's "Top 50 Trenchless Technologies Design Firms" since 2004;
- Our team is certified in the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP), and Lateral Assessment and Certification Program (LACP);
- Our in-house inspectors have been trained through NASSCO's Inspector Training and Certification Program (ITCP) for Cured-in-Place Pipe (CIPP) and Manholes; and
- Our team has extensive experience on more than 100 miles of sewer system design projects.

For ease of evaluation, the structure of this proposal precisely mirrors the outline prescribed in the Request for Statement of Qualifications. Please contact me if you have any questions regarding our firm qualifications. We look forward to working with you!

Sincerely,



Tom Braatlien, PE
Project Manager, Vice-President
602-906-1901
tbraatlien@pec.us.com

GENERAL INFORMATION

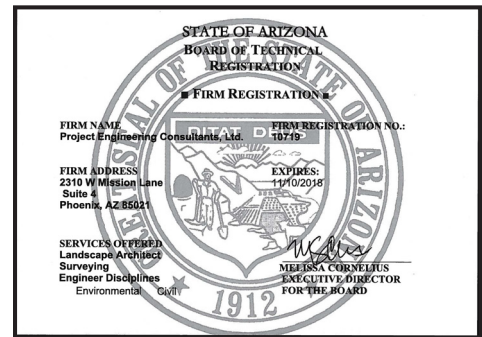
Vendor Identification Information

Project Engineering Consultants, Ltd., (PEC) is a full service civil engineering company with four offices and over 80 employees and growing. Our project team includes core personnel from our Phoenix office.

PEC is an S Corporation (federal identification number 86-0466210) executing this proposal by an authorized principal, Tom Braatelen. For any questions or concerns regarding our Statement of Qualifications, please contact Tom at 602-906-1901. He is a vice-president of PEC and works out of our Phoenix office at 2310 West Mission Lane, Suite 4, Phoenix, Arizona 85021. Tom is readily available to meet with the City of Avondale (City) as needed. Other individuals authorized to act on the company's behalf include Mark Lee (602-906-1901), Leo Florence (801-495-4240), Lars Anderson (801-495-4240), and Michael Heaton (602-906-1901).

Location & Authority to Provide Services

PEC's principal and home office location for key personnel assigned to this contract is located at 2310 West Mission Lane, Suite 4, Phoenix, Arizona 85021. All services will be performed through this office. With registration in the State of Arizona Board of Technical Registrants (No. 10719-0), our firm has the authority to provide civil engineering services to clients throughout the state.



General Description

With 35 years in business, PEC is a full-service multi-disciplined consulting firm providing comprehensive services from conceptual design and engineering studies to final design, construction management, and implementation. Our staff is committed to providing the highest quality sewer design and construction administration services to local governments and cities, as well as state, federal, and private clients. With offices in Arizona, Utah, and Nevada, PEC provides services throughout the southwestern United States.

Terminated Contracts or Subcontracts

In the last five years, PEC has not held a contract or subcontract that has been terminated. Our firm has built a solid foundation based on sound business management principles and quality engineering services. PEC's experts will work with the City to resolve any conflicts that may arise.

Claims Resulting in Litigation or Arbitration

PEC does not hold claims that have arisen from contracts over the last five years. Thus, our team is not currently in litigation or arbitration with any client.

Vendor Information Form

(See Appendix A.)



DESIGN EXPERIENCE & QUALIFICATIONS

Since our establishment, PEC has completed hundreds of wastewater projects. In addition to conventional construction techniques, our firm is consistently recognized by Trenchless Technology Magazine as one of the top 50 trenchless design firms in the nation. We maintain memberships with the North American Society of Trenchless Technology (NASTT) and National Association of Sewer Service Companies (NASSCO). Specialty areas include sanitary sewers studies and designs, trenchless construction methods, pipe and manhole condition assessment, pipeline rehabilitation, structural design, construction administration, tunneling, jack and bore, and structural services. Relevant projects are as follows:

Gravity Sewer Replacement & Upsize: Scottsdale Road to Gilbert Meter Station | 2012-13

COMPANY: City of Tempe

CONTACT NAME: Mark Weber

CONTACT INFO.: 31 E. Fifth Street, Tempe, AZ 85281, 480-350-8526, mark_weber@tempe.gov

SERVICES: Assessment, rehabilitation design, permitting, City and ADOT coordination, utilities, preparation of bid documents, and pipe bursting construction



PEC prepared plans to replace 1,800 feet of 12-inch vitrified clay pipe (VCP) sewer line with 15-inch diameter high-density polyethylene (HDPE) sewer line using a pipe bursting method in Scottsdale Road, from Curry Road to the Gilbert Drive metering station. During a preliminary engineering study, our team identified an alignment for a new 15-inch diameter sewer line in Scottsdale Road and evaluated alternate construction methods, such as pipe bursting. Ultimately, our recommendation for pipe bursting was the selected method for construction, thus saving the client \$2.5 million that would have resulted from pavement replacement. The design included existing manhole reconstruction, seven new manholes, asphalt replacement, and concrete pavement replacement located in ADOT's right-of-way.

Other items of work included: bypass pumping design and coordination; traffic control plan design and coordination; utility explorations; and geotechnical investigations.

Van Buren & 52nd Street Relief Sewer | 2017-19

COMPANY: City of Phoenix

CONTACT NAME: Cindy Smith

CONTACT INFO.: 200 W. Washington Street, Phoenix, AZ 85003, 602-261-8237, cindy.smith@phoenix.gov

SERVICES: CMAR construction, flow monitoring, assessment, rehabilitation/replacement design, alignment study, coordination with adjacent businesses, and pipe bursting construction



Through the Sanitary Sewer Relief Program, the City determined a need to replace and repair the relief sewer lines surrounding Van Buren and 52nd Street. The design included a preliminary design report that incorporates survey, geotechnical engineering, an alignment analysis, and an evaluation of alternate construction techniques (e.g., pipe bursting, pilot tube micro tunnel, and traditional methods). According to flow monitoring investigations, the area experienced 2 to 4 inches in surcharging flows. The design plans included upsizing the existing 8-inch pipe to 12 inches in diameter from Van Buren Street, Polk Street, and from the Loop 202 northbound frontage road to the Phoenix Zoo sewer connection. As part of the project, PEC's team developed a design concept report that evaluated two alternative pipeline

alignments and the possibility of upsizing the pipeline in its current location via a trenchless construction called "pipe bursting."

Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive | 2018

COMPANY: City of Tempe

CONTACT NAME: Ken Halloran

CONTACT INFO.: 31 E. Fifth Street, Tempe, Arizona 85281, 480-350-8476, ken_halloran@tempe.gov

SERVICES: CMAR Construction, assessment, and rehabilitation/replacement design



PEC provided plans to upgrade the water infrastructure in University Drive and Warner Road from Rural Road to McClintock Drive. The existing water main in University Drive was a 14-inch diameter cast-iron pipe (CIP) system, which exceeded its useful life and had a history of breaks. Plans for the water main include replacement with new 12-inch diameter ductile-iron pipe (DIP) or rehabilitation by sliplining or horizontal directional drilling. The project included plans to install new 24-inch transmission main in Warner Road. The new 24-inch water main will have line valves at 0.25-mile spacing, fire hydrant blowoffs/drains at high and low spots, etc. PEC worked hand-in-hand with the CMAR contractor to evaluate construction methods, risks, and costs.

Maple-Ash Sewer Replacement | 2014-15

COMPANY: City of Tempe

CONTACT NAME: Ken Halloran

CONTACT INFO.: 31 E. Fifth Street, Tempe, Arizona 85281, 480-350-8476, ken_halloran@tempe.gov

SERVICES: Assessment, rehabilitation/replacement design, and construction administration



For this project, PEC was tasked with assessing 4,500 feet of sewer line in the Maple-Ash Neighborhood. The project included replacing 8-inch sewer line in 10th Street from Farmer Avenue to Roosevelt Street, in Ash Avenue from University Drive to 10th Street, in Maple Avenue from University Drive to 10th Street, in Alley Avenue east of Maple Avenue from University to 10th Street, and in the alley of University Drive from Maple Avenue to Ash Avenue. The new sewer lines were designed to be constructed sufficiently deep to allow service laterals to have a minimum of 5 feet cover at the property/right-of-way line and the sewers were to be constructed from VCP.

Meeker Boulevard Sewer Assessment & Repair | 2015-16

COMPANY: EPCOR Water

CONTACT NAME: Marc Allen

CONTACT INFO.: 2355 W. Pinnacle Peak Road, #300, Phoenix, AZ 85027, 623-445-2451, mallen@epcor.com

SERVICES: Repair Design, construction administration, repair recommendations, and flow diversion



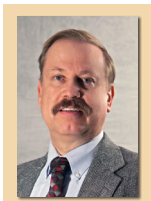
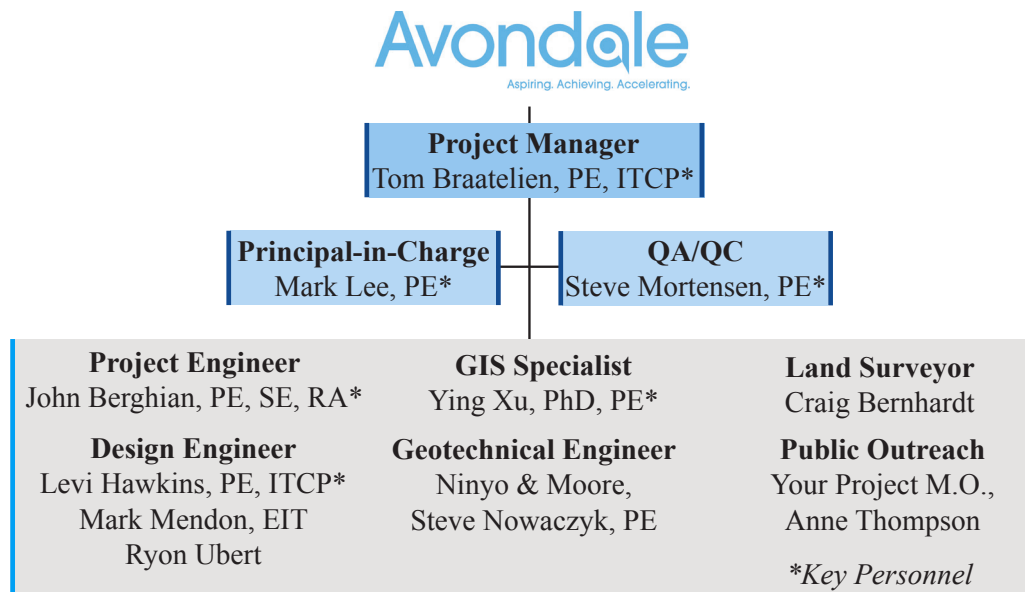
EPCOR Water selected PEC to provide design and construction administration and inspection services for 1,600 linear feet of 8-inch VCP in Meeker Boulevard from RH Johnson Boulevard to Pyracantha Drive in Sun City West. PEC's assessment revealed numerous operational and maintenance issues in the existing pipeline. Our team performed a pipeline condition assessment and provided appropriate recommendations for pipeline and manhole alternatives. Once recommendations were approved by the client, PEC provided necessary design and construction management services for rehabilitations. As part of our engineering services, PEC conducted meetings (i.e., kickoff and monthly progress/review meetings), provided as-built drawings, prepared specifications for flow diversion and bypassing, inspected manholes with NASSCO certified staff, surveyed the project area, and investigated existing utilities. Additionally, our inspectors were on-site at all times to observe the construction of the recommended repairs. These inspectors are certified in NASSCO's Inspector Training and Certification Program for cured-in-place pipe (CIPP) and manholes.

Farmer Avenue Sewer & Waterlines | 2014-15**COMPANY:** City of Tempe**CONTACT NAME:** Ken Halloran**CONTACT INFO.:** 31 E. Fifth Street, Tempe, Arizona 85281, 480-350-8476, ken_halloran@tempe.gov**SERVICES:** Assessment and rehabilitation/replacement design, and construction administration

The City of Tempe selected PEC to design the replacement of 8-inch gravity sewer line and 10-inch waterline in Farmer Avenue. PEC prepared design plans for the installation of approximately 8,150 linear feet of new 12-inch waterline in Farmer Avenue from 1st Street to Broadway Road and 1,450 linear feet of 8- to 10-inch gravity sewer in Farmer Avenue from 1st Street to 5th Street. PEC provided construction phase services, such as field inspections, shop drawing review, and responses to requests for information.

DESIGN KEY POSITIONS

PEC's team includes professional engineers, engineers in training, computer-aided design technicians, and other supporting staff. Our team includes 19 employees locally and over 80 employees company-wide. All staff will support the services of the City's contract as needed.



Tom Braatelian, PE, ITCP | Project Manager

With 28 years' experience in civil engineering, Tom has designed and reviewed more than 100 water and sewer projects throughout the valley involving pipe repair and new construction. For this project, he will manage design and construction administration services to repair the sewer lines on Dysart Road and Fourth Street. As project manager, Tom will oversee the day-to-day activities of our team, serve as point of contact between the City and the project team, maintain close coordination with the CMAR contractor, and obtain and deliver project information. He will make sure that PEC keeps the City informed on any project-related items. Tom will also manage data evaluation, reports, man-hour allocation, schedule, and budget. He provided similar plans for new sewer line in the City of Phoenix Sanitary Sewer Relief and Replacement Program (35th Avenue and Peoria) to accommodate increased sewer flows with minimal disruption to residents and businesses. He has complete authority to negotiate and make contractual commitments for the firm.

**Mark Lee, PE | Principal-in-Charge**

Over the last 23 years, Mark has provided design services for sewer assessments, repair designs, and new pipeline installation projects. In this capacity, he understands the resources required to successfully complete projects similar to the Sewer Repair Design and Construction Administration Services project. Mark has also been a project manager and project engineer on several water and wastewater projects. He has extensive experience with pipeline assessment and rehabilitation design, including inspection of pipes, identification and evaluation of pipe defects, preparation of Capital Improvement Programs, evaluation of environmental impact factors, rehabilitation alternatives, recommendations, and construction administration. As principal-in-charge, Mark will make sure necessary resources are available to successfully complete all phases of the projects to the City's expectations.

**Steve Mortensen, PE | Quality Control/Quality Assurance (QA/QC)**

With 40 years' experience, Steve is one of the founding partners of PEC and will serve as the quality control manager. He will ensure that our in-house QA/QC policies, procedures, and requirements are followed and carried out. Steve will also be involved with other tasks, such as the alignment study, risk assessment, selection of construction methods, and coordination with the CMAR contractor. As the QA/QC manager, Steve's duties will include maintaining the project schedule while making sure that the client receives a quality design. He is a master trainer for NASSCO's Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP), and the Lateral Assessment and Certification Program (LACP). Steve's trainings have helped certify individuals throughout the valley.

**John Berghian, PE, SE, RA | Project Engineer**

John has over 35 years' experience providing pipeline assessment, rehabilitation, renewal, relocation, and new installation designs for sewer improvement projects. He has provided design and construction management services for a variety of wastewater improvement projects, including the City of Phoenix Van Buren & 52nd Street Relief Sewer and the City of Tempe Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive. John understands the issues that impact the functionality of sewer lines. He will identify and evaluate critical factors impacting the City's sewer lines and evaluate various repair alternatives that will meet the City's schedule and budget.

**Levi Hawkins, PE | Design Engineer**

Levi has four years' experience as a design engineer on PEC's civil engineering projects for state and local agencies. He has experience with all phases of design projects and has been involved with utility coordination, surveying, and the interpretation of design standards and specifications. Levi has also been a major contributor in the development of plans, specifications, and estimates for sewer assessment, rehabilitation, and new installation projects. Levi has also gained substantial experience in construction management and on-site field inspection on a variety of projects, including the City of Tempe Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive, which involved coordination with a CMAR contractor during design and construction.

**Ying Xu, PhD, PE | GIS Specialist**

Ying has 28 years of civil engineering experience involving water and wastewater projects. He is proficient with the development of engineering models. His technical expertise with modeling includes GIS and other system models. Ying's expertise in seeing the overall picture helps maintain the project as he helps to develop project plan sheets and details needed for construction. Ying is also an expert with pipeline assessment and rehabilitation and has implemented these skills on hundreds of miles of pipeline throughout Arizona. His experience includes the City of Mesa Wastewater Assessment and Repair project. He helped to train various municipalities in the use and application of InfoMaster software, including the cities of Mesa, Scottsdale, and Phoenix. As the GIS specialist, Ying will provide hydraulic modeling and design for the new sewer line.

CA&I EXPERIENCE & QUALIFICATIONS

Our construction administration team specializes in project schedule review, weekly progress meetings, shop drawing review, close coordination with various CMAR contractors, submittal tracking, Contractor's pay request review, as-built preparation, project documentation, and close-out. Specialties include special structural inspections, field inspection and observation, and project controls and documentation. PEC's team includes experts certified in NASSCO's Inspector Training and Certification Program (ITCP) for cured-in-place pipe (CIPP) and manholes. Relevant projects including the following:

Gravity Sewer Replacement & Upsize: Scottsdale Road to Gilbert Meter Station | 2011-13

COMPANY: City of Tempe

CONTACT NAME: Mark Weber

CONTACT INFO.: 31 E. Fifth Street, Tempe, AZ 85281, 480-350-8526, mark_weber@tempe.gov

SERVICES: Project schedule review, shop drawing review, pay request review, project documentation



PEC provided construction administration services during the replacement of 1,800 feet of 12-inch vitrified clay sewer line with 15-inch diameter high-density polyethylene sewer line. The construction involved a pipe bursting method in Scottsdale Road from Curry Road to the Gilbert Drive metering station. Our inspectors were on-site to ensure proper work was provided for the existing manhole reconstruction, seven new manholes, asphalt replacement, and concrete pavement replacement located in ADOT's right-of-way. Other items of work included approving contractor's work, pay requests, inspection, bypass pumping coordination, and traffic control coordination.

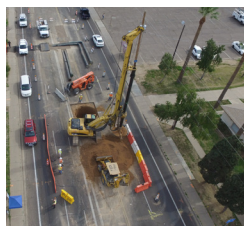
SROG Southern Avenue Interceptor & Manhole Repair | 2015-16

COMPANY: City of Phoenix

CONTACT NAME: Blaine Robinson

CONTACT INFO.: 200 W. Washington Street, Phoenix, AZ 85003, 602-262-4709, blaine.robinson@phoenix.gov

SERVICES: Project schedule review, shop drawing review, pay request review, project documentation



PEC performed construction administration services for the rehabilitation and repair of six PVC-lined 48- to 60-inch diameter sewer segments totaling approximately 6,100 linear feet. Our resident engineer and inspector were on-site for the installation of large temporary bypass systems with up to 45 million gallons per day (mgd), rehabilitation/repair of defective polyvinyl chloride (PVC) liner, repair and replacement of manhole frames and covers, and repair and re-lining of manholes.

Maple-Ash Sewer Replacement | 2014-15

COMPANY: City of Tempe

CONTACT NAME: Ken Halloran

CONTACT INFO.: 31 E. Fifth Street, Tempe, Arizona 85281, 480-350-8476, ken_halloran@tempe.gov

SERVICES: Project schedule review, shop drawing review, pay request review, project documentation



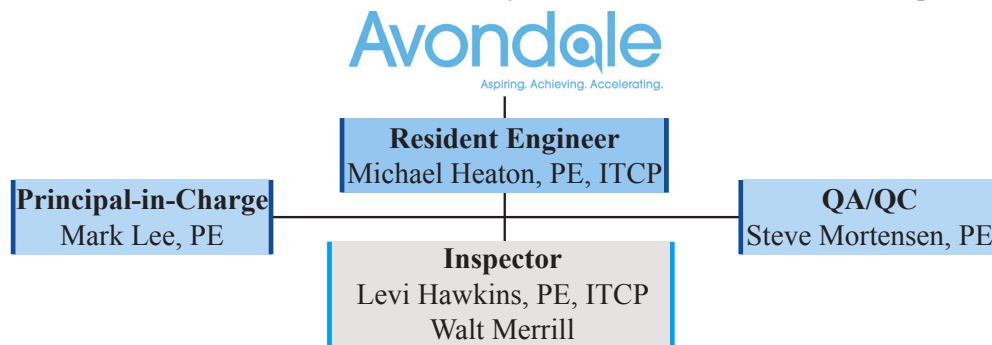
Following our design plans, PEC's construction administration team was selected to oversee the replacement of sewers in and adjacent to the Maple-Ash neighborhood, an area bounded by 10th Street on the south, University Avenue on the north, Mill Avenue on the east, and the Southern Pacific Railroad on the west. PEC provided civil inspection services, shop drawing review, and responses to requests for information for the replacement of 4,000 feet of new 8-inch sewer lines constructed at a slope analysis. The new sewer lines were designed to be constructed sufficiently deep to allow service laterals to have a minimum of 5 feet cover at the property/right-of-way line.

Sun City Projects 1-3, 4 & 7: 99th Avenue | 2015-18**COMPANY:** EPCOR Water**CONTACT NAME:** Marc Allen**CONTACT INFO.:** 2355 W. Pinnacle Peak Road, #300, Phoenix, AZ 85027, 623-445-2451, mallen@epcor.com**SERVICES:** Project schedule review, shop drawing review, pay request review, project documentation

EPCOR Water contracted with PEC to review requests for information, pay requests, construction meetings, schedule reviews, recommendations to the client, etc. Projects 1 through 3 involved 1,600 feet of 18- to 21-inch diameter pipe for rehabilitation. Project 4 involved 5,500 feet of 15- to 18-inch diameter pipe for rehabilitation, and Project 7 involved 5,650 feet of 8-inch diameter pipe for rehabilitation. The program was divided into two phases. Our construction administration services involved the first three rehabilitation projects, i.e., approximately 1,600 feet of pipe ranging in size from 18 to 21 inches in diameter. Rehabilitation included point repairs, cured-in-place pipe lining, and full manhole rehabilitation. Our team included NASSCO ITCP-certified inspectors during the installation of the CIPP lining and manhole rehabilitation. This fast-track project was completed on time and within budget.

CA&I KEY POSITIONS

Our staff includes members who are trained in NASSCO's Inspector Training and Certification Program (ITCP) for cured-in-place pipe (CIPP) and manholes. With these certifications, our team can effectively inspect the application of trenchless pipeline renewal technology as well as traditional open-cut construction techniques in wastewater systems. Our team has provided sewer construction administration services to clients throughout the valley for conventional construction methods and a variety of trenchless construction techniques.



Michael Heaton, PE | Resident Engineer

Mike has 30 years of experience in managing the construction of underground utilities, including storm drains, water systems, and sewer construction projects. He has provided various construction administration services, such as field inspections and observations, shop drawing reviews, and responses to requests for information. As resident engineer, Mike will make sure the Dysart Road and Fourth Street sewer lines are properly rehabilitated/installed by inspecting the contractor's work to make sure they adhere to project plans and specifications and follow the established scope of services.



Levi Hawkins, PE | Project Engineer/Inspector

Levi has five years' experience as a design engineer and inspector on PEC's civil engineering projects for state and local agencies. He has experience with all phases of construction projects and has been involved with utility installations and the interpretation of designs and specifications. Levi has gained substantial experience in construction management and on-site field inspection on a variety of projects, including the City of Tempe Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive, which involved coordination with a CMAR contractor during design and construction. With certification in NASSCO's ITCP for CIPP and manholes, Levi can provide proper inspection to ensure that protocols are followed on behalf of the City.

PROJECT APPROACH

The City of Avondale (City) has commissioned the 2018 Integrated Utility Master Plan (IUMP) to effectively manage their municipal utilities. With the IUMP, the City has identified the need to repair, renew, or reconstruct the Dysart Road and 4th Avenue sewer lines under the Union Pacific Railroad (UPRR). In response, the City will select a qualified engineering firm to provide design and construction management services for these sewer lines. The engineer's responsibilities include close coordination with the Construction Manager at Risk (CMAR) contractor to provide necessary planning, estimating, and scheduling for the design plans and detailed specifications for the renewal of the sewer lines. The engineer will also work with the CMAR throughout the construction phase to help interpret plans and to provide inspection services for the projects.

PEC's philosophy is to provide accurate and timely services while minimizing risks to the City of Avondale (City). We incorporate innovative approaches and use new technologies in design and construction when advantageous. Design solutions for this project will be developed as a team effort. The team will consist of members of the City staff, CMAR, and PEC.

Due to funding, Project Nos. 1 and 2 will have separate design and construction schedules. As such, each project will be tracked and invoiced separately. Project No. 2 will begin first with design anticipated to complete in time for construction in June 2019. Design for Project No.1 will be completed before October 2019 to allow sufficient time to complete construction in March 2020.

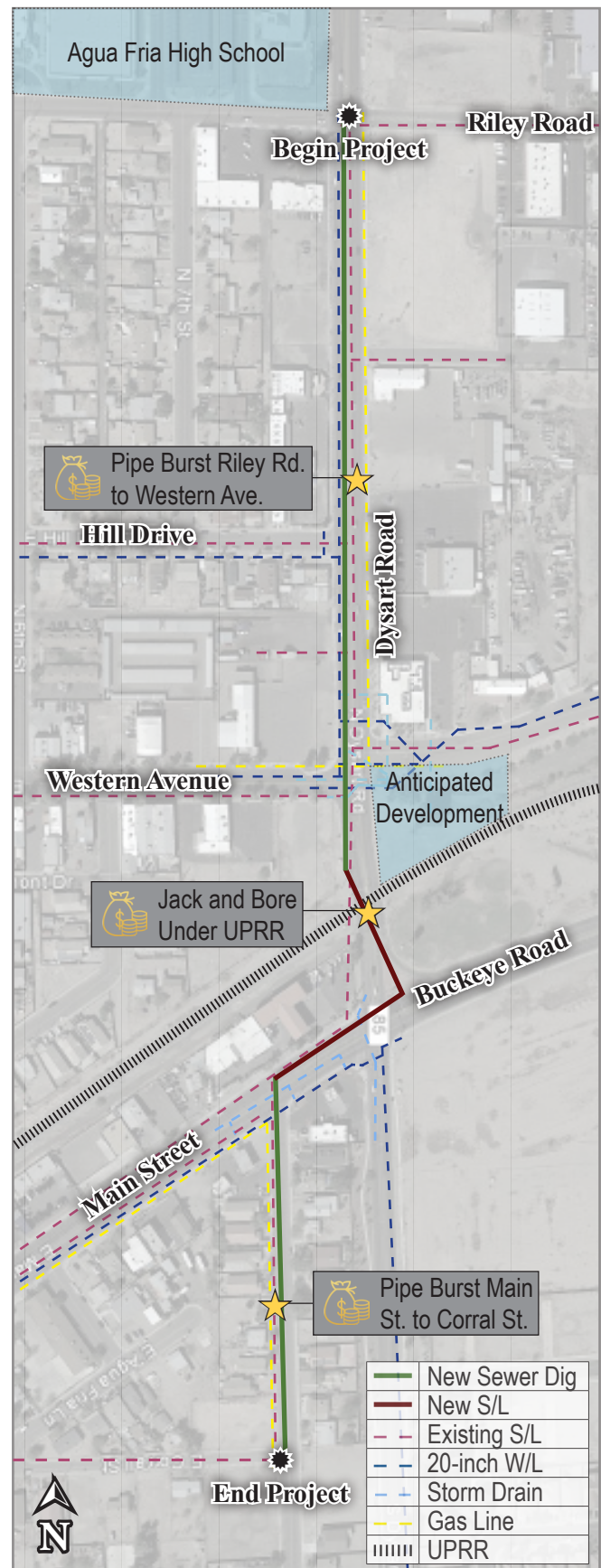
PEC is familiar with the City's standard insurance requirements and contract documents. Our team will comply with the City's Professional Services Agreement, as well as other requirements and contract documents.

Project No. 1: Dysart Road Sewer

The existing 10-inch gravity sewer in Dysart Road runs under the roadway from Riley Drive south to Main Street (MC 85/Buckeye Road), westerly along Main Street, then south along 7th Street to Corral Street. Since the City anticipates that new developments will require additional capacity within the pipeline, the sewer line will be upsized to 12 inches in diameter.

During our preliminary engineering study, PEC will evaluate various alignments to determine a location for

 Value Added



the new 12-inch gravity sewer line. At this time, our team will also evaluate surrounding utilities within proximity to the project site, including waterlines, gas lines, storm drain pipes, overhead and underground power, communication lines, and cable facilities. Each utility will be evaluated relative to the cost of relocation versus installation of the new sewer line.

As displayed on the exhibit on page 8 (green line), the new sewer line could parallel the existing sewer line near the center of Dysart Road between the 12-inch diameter waterline and the existing sewer line. The new sewer line design must allow the existing service connections to easily reconnect during construction.

Working with the City and CMAR contractor, PEC will also review alternative installation methods to upsize the existing sewer line. A viable option may be to pipe burst the existing Dysart Road sewer line from Riley Road south to just north of the railroad crossing and in 7th Avenue from Main Street to Corral Street. This alternative will require flow diversion from Riley Road to the railroad and along 7th Street south of Main Street.

Additionally, the existing sewer pipe crosses under a storm drain pipe at Western Avenue with only 0.8 feet of separation between the bottom of the storm drain and the existing 12-inch diameter sewer pipe. The sewer pipe and storm drain crossing will need to be excavated to make sure damage does not occur to the storm drain pipeline during the pipe bursting installation. Similar excavations will be specified at each utility crossing that has less than 2 feet of clearance of the pipe bursting operation. Additional elements to evaluate include pipe material and pipe lay-down areas during construction.



Our team recently provided pipe bursting plans to the City of Tempe that upsized an existing sewer line in Scottsdale Road at the Loop 101 interchange from 12 inches to 15 inches in diameter. The project resulted in \$300 thousand in cost savings. Through previous experience, PEC has learned that pipe bursting can save our clients as much as 30 percent of the anticipated construction cost resulting from open-cut installation methods.

Segments of the existing Dysart Road sewer line that cross under the railroad were originally constructed of ductile iron pipe (DIP). Unfortunately, the sewer line's capacity has been reduced and structural integrity compromised due to deterioration, severe tuberculation, and excessive corrosion. The pipe was constructed in 1959 and appears to be encased within 58 feet of

16-inch diameter separate steel casing directly under the railroad; thus, it may not be possible to upsize the DIP pipe in its current location under the railroad. Working with the City, Union Pacific Railroad (UPRR), and CMAR contractor, PEC's team will perform a risk based analysis during the alignment study to determine the most cost-effective method of crossing under the railroad. PEC will coordinate with UPRR and other appropriate authorities (e.g., the Arizona Department of Environmental Quality and MCDOT) to determine possible pit locations for a jack-and-bore installation under the railroad.

For the portion of sewer that crosses the railroad, PEC proposes to install a new casing via pipe jacking under UPRR and insert a new sewer line into the casing with an open-cut section to Main Street. The sewer line section from Main Street to 7th Street would then be installed via open-cut.



Proper staging of the jack-and-bore installation under the railroad and construction of a new sewer line along the north side of Main Street will eliminate the need for flow diversion or bypass pumping around the railroad.

Project No. 2: 4th Avenue Sewer

Cured-in-place pipe (CIPP) liners are commonly used to rehabilitate gravity sewer lines similar to the 15-inch diameter pipeline in the 4th Avenue alignment; however, bypass pumping to cross under the UPRR could be very costly. Since a short route does not exist to string a bypass pipeline under the railroad and across Main Street, PEC recommends sliplining or inserting a spiral wound liner. Both rehabilitation methods can be accomplished without having to divert the existing flows during installation.



In the City of Glendale Sewer and Manhole Rehabilitation Phase 1 CMAR project, PEC implemented plans to install a 24-inch diameter Hobas™ liner into a 27-inch sewer line via sliplining.



Various alternatives are available to slipline the corroded 15-inch diameter sewer line in 4th Avenue. Recently in the City of Glendale Sewer and Manhole Rehabilitation Phase 1 project, PEC provided design and construction management services to cross under Grand Avenue and across the UPRR at Lamar Road. For this CMAR project, PEC recommended and designed the installation of a 24-inch diameter Hobas™ liner to slipline and rehabilitate the 27-inch diameter reinforced concrete sewer pipe.

Sliplining can also be accomplished using other pipe products, such as Flowtite™, polyvinyl chloride, or high-density polyethylene pipe. These pipe products will require excavation of an insertion pit near the upstream manhole in the existing retention basin. PEC's team will obtain accurate flow data in order to provide a design that accounts for a reduction in the diameter of the existing pipe. If flow data is not available, PEC can measure flows to obtain the needed data. Prior to installation of the liner, the host pipe must be cleaned to remove debris and tuberculation. After installation of the liner, the annular space between the host pipe and the new pipe must be grouted.



PEC recommends using a rehabilitation technique developed by Sekisui SPR™ called "spiral wound lining." The spiral wound liner can be installed under the UPRR and Main Street during live flow conditions; thus, flow diversion is not

required. Installation of the liner will require cleaning to remove debris and tuberculation. Unlike sliplining, the spiral wound product will not require insertion pits and the product is generally much less expensive.



With the Sekisui SPR™ spiral wound lining product, excavation is not required as the liner is pulled through the upstream and downstream manholes.

The spiral wound lining process involves installing a continuous strip of special profile polyvinyl chloride (PVC) material through a winding machine placed in the downstream manhole. The downstream manhole for the 4th Avenue segment is located within the sidewalk/driveway along the south curb of Main Street within MCDOT right of way. (Thus, a permit will need to be secured from MCDOT). The product is pulled from an above ground spool into the host pipe and wound towards the upstream manhole under Main Street and the railroad. When the spiral wound liner reaches the upstream manhole, a wire within the PVC interlocking material is pulled back to the downstream manhole. This allows the PVC liner to expand against the wall of the cleaned host pipe and provide a tight mechanical lock. When the liner has fully expanded, the ends are mounted and sealed at the upstream and downstream manholes. Progress of the installation can be monitored via a video camera (or CCTV) deployed in the upstream manhole. PEC has experience providing design and construction services for the spiral wound liner product in the City of Las Vegas.



With spiral wound rehabilitation methods, excavation is not required. Thus, the process is oftentimes considered a maintenance operation and can therefore be accomplished (if desired) without a permit and coordination with outside agencies. Nevertheless, PEC does recommend coordinating with UPRR prior to performing the work.

Planning, Estimating, Scheduling & Cost Controls

Since 2004, PEC has been recognized by Trenchless Technology Magazine as one of the top 50 trenchless

design firms in the nation. Our experience allows us the confidence to properly evaluate options and recommend the most cost-effective solution for this sewer repair project. Many elements are considered when evaluating the best opportunities for replacement or rehabilitation for insufficient pipe. They are dependent upon many factors, such as:

- Pipe alignment (i.e., horizontal and vertical),
- Flow conditions,
- Surface features and the amount of deterioration,
- Location,
- Service to businesses and residents,
- Pipe capacity and costs, and
- City's master plan.

PEC will administer the contract and budget for sewer repair design. Our services include, but are not limited to: design, preparation of construction documents, tracking of expenditures through design and construction, scheduling of resources, review of project schedule, preparation and review of invoices, preparation of monthly progress reports, and other routine correspondence required to complete the work. Our project managers will prepare a monthly invoice for the City with an updated schedule, projected pay requests, and a narrative of the work completed.

Our proposed project schedule (see page 12) illustrates our proposed timeline for delivery of the City's Sewer Repair Design and Construction Administration

Services project. PEC uses Microsoft Project internally for all project schedules and will provide regular schedule updates to the project team once the scope of services has been finalized. Key dates and milestones in the proposed schedule will be reinforced and highlighted at the team kickoff meeting.

Project Management & Team Organization

Management is the key to designing successful projects. As part of every project, PEC prepares a project management plan that governs all aspects of the design and documents. This plan is critical in controlling scope, schedule, and budget, as well as ensuring a quality product that fulfills the City's expectations. PEC's project management plan focuses on four critical items:

- Providing a single point of contact;
- Implementing an effective communication process;
- Creating a project-specific schedule; and
- Following a project-specific QA/QC plan.

Bid Package/GMP Management

PEC will work with the CMAR contractor as they develop the "Guaranteed Maximum Price" (GMP). The project team will provide support by supplying plans, specifications, and estimates (as required). PEC has worked with a variety of CMAR sewer contractors in the state. In the City of Phoenix 35th Avenue and Peoria Avenue pipe bursting project, our team worked with a CMAR contractor to determine the most cost-



In the 35th Avenue and Peoria Avenue pipe bursting project, PEC saved our client \$2.5 million by designing a pipe bursting installation, thus reducing the GMP.

effective approach to upsize over 7,000 feet of gravity sewer in two major arterial streets. In this project, our team reduced the GMP by \$2.5 million by employing a pipe bursting design plan. This project won multiple awards, including the 2009 ACEC "Engineering Excellence Grand Award," and received national recognition.

Management of Overhead Costs

PEC holds in-house project meetings on a weekly basis to coordinate company resources (e.g., surveying, CADD, GIS, and personnel resources). A principal of the company is responsible for this meeting and sets project priorities to make sure resources do not conflict between multiple projects. Through management and control of company, staff, and office expenses, our company controls overhead and deliver quality professional services at a lower cost.

Public Outreach

PEC's team includes Your Project Marketing and Outreach, LLC (YPMO) for public outreach coordination. With their assistance, our project

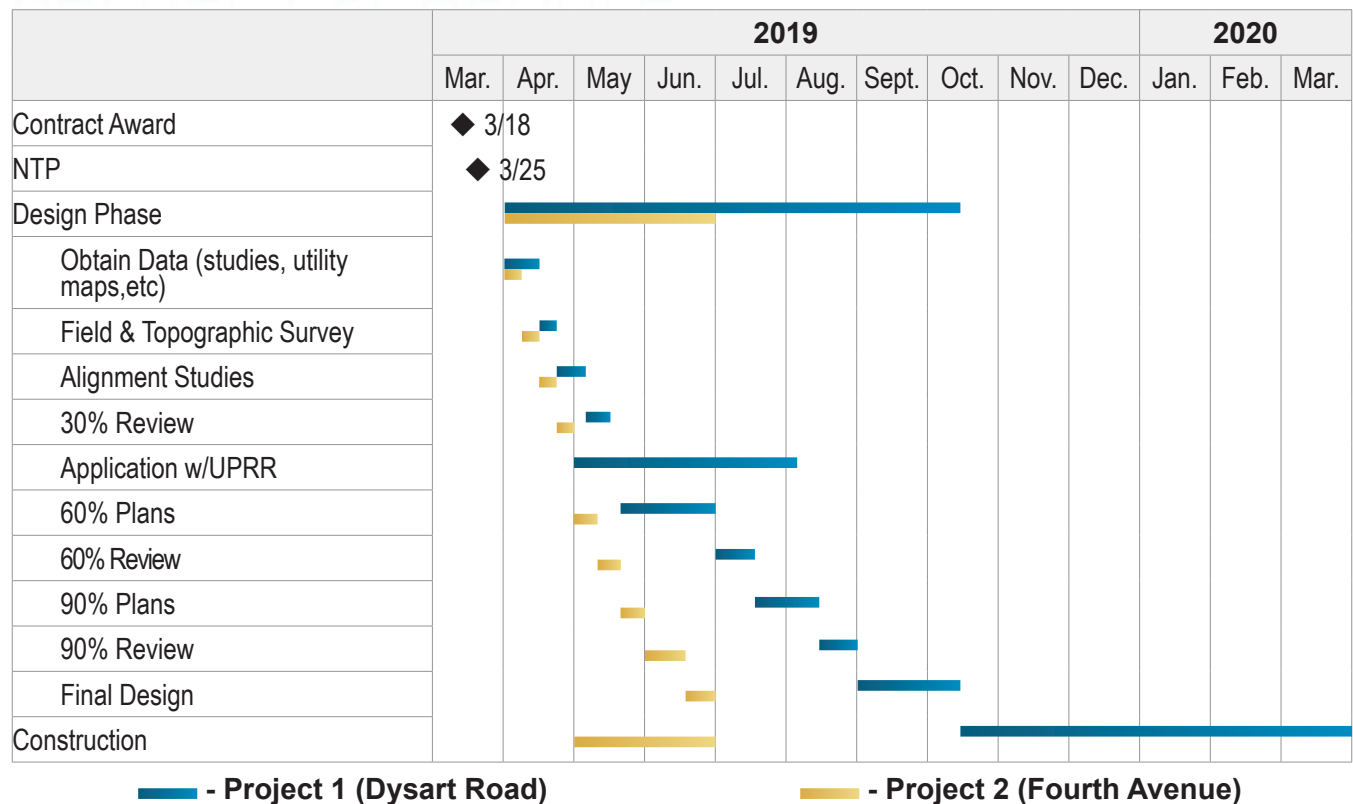
team will manage the communication of technical design and construction-related information to the business community and public. Coordination efforts will include Agua Fria High school, adjacent neighborhoods, and impacted businesses.

Construction Administration

PEC's construction management services are an extension of our design services. With over 75 collective years of experience in complex sewer repair projects, our team specializes in managing CMAR construction projects from the perspective of general contractors, owner's representatives, and third-party consultants.

Our resident engineer, Michael Heaton, will make sure our construction administration services comply with the City's requirements and expectations. PEC will review shop drawings, attend progress meetings, approve pay applications, provide site visit observations, and close-out the project. Project close-out includes the final walkthrough, punch list, and record drawing preparation.

PROJECT SCHEDULE



Appendix A

Vendor Information Form

SECTION A

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Project Engineering Consultants, Ltd. (PEC)
VENDOR SUBMITTING SOQ

[REDACTED]
FEDERAL TAX ID NUMBER

Tom Braatelian, PE
PRINTED NAME AND TITLE

[REDACTED]
AUTHORIZED SIGNATURE

2310 West Mission Lane, Suite 4
ADDRESS

602-906-1901
TELEPHONE

602-906-3080
FAX #

Phoenix, Arizona 85021-2821
CITY STATE ZIP

12 December 2018
DATE

WEB SITE: www.pec.us.com

E-MAIL ADDRESS: tbraatelian@pec.us.com

ARIZONA CORPORATION COMMISSION FILE NO. 10719

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No.

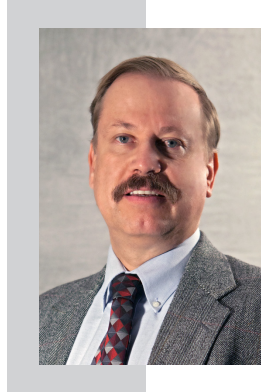
If yes, please provide details and documentation of the certification.

Appendix B

Resumes
Licenses & Certificates

Tom Braateliën, PE, ITCP

Project Manager



With 28 years' experience in civil engineering, Tom has designed and reviewed more than 100 water and sewer projects throughout the valley involving pipe repair and new construction. For this project, he will manage design and construction administration services to repair the sewer lines on Dysart Road and Fourth Street. As project manager, Tom will oversee the day-to-day activities of our team, serve as point of contact between the City and the project team, maintain close coordination with the CMAR contractor, and obtain and deliver project information. He will make sure that PEC keeps the City informed on any project-related items. Tom will also manage data evaluation, reports, man-hour allocation, schedule, and budget. He provided similar plans for new sewer line in the City of Phoenix Sanitary Sewer Relief and Replacement Program (35th Avenue and Peoria) to accommodate increased sewer flows with minimal disruption to residents and businesses. He has complete authority to negotiate and make contractual commitments for the firm.

Years with Firm

19

Total Years of Experience

29

Education

B.S. Civil Engineering,
San Jose State University (1988)

Memberships

American Council of Engineering
Companies of Arizona

American Public Works Association

American Society of Civil Engineers

Professional Registrations

Civil Engineer (AZ) 33632

NASSCO MACP & PACP U-510-10748

NASSCO's Inspection Program for CIPP
CIPP-614-0201401

Experience

- SROG Southern Avenue Interceptor & Manhole Repair (City of Phoenix)
- Meeker Boulevard Sewer Assessment & Repair (EPCOR Water)
- Maple-Ash Sewer Replacement (City of Tempe)
- Sun City Projects 1-3: Meeker Boulevard, 99th Avenue, and 103rd Avenue (EPCOR Water)
- Broadway Road Phases 2A & 2B, 10th Avenue to 51st Avenue (City of Phoenix)
- Farmer Avenue Sewer & Waterline Replacement (City of Tempe)
- Gravity Sewer Replacement & Upsize: Scottsdale Road from Curry Road to Gilbert Meter Station (City of Tempe)
- Sanitary Sewer Relief & Replacement Program (35th Avenue & Peoria Avenue) (City of Phoenix)
- 35th Avenue & Peoria Pipe Bursting (City of Phoenix)
- 99th Avenue Interceptor: Camelback Road to Olive Avenue, Lined Concrete Sewer Condition Assessment Program (City of Phoenix)
- Glendale Sewer & Manhole Rehabilitation, Phase 1 (City of Glendale)
- Sanitary Sewer Pipeline Evaluation & Rehabilitation, Northern Avenue: 83rd Avenue to 99th Avenue & 95th Avenue: Peoria Avenue to Northern Avenue (City of Peoria)

Mark Lee, PE

Principal-in-Charge



Over the last 23 years, Mark has provided design services for sewer assessments, repair designs, and new pipeline installation projects. In this capacity, he understands the resources required to successfully complete projects similar to the Sewer Repair Design and Construction Administration Services project. Mark has also been a project manager and project engineer on several water and wastewater projects. He has extensive experience with pipeline assessment and rehabilitation design, including inspection of pipes, identification and evaluation of pipe defects, preparation of Capital Improvement Programs, evaluation of environmental impact factors, rehabilitation alternatives, recommendations, and construction administration. As principal-in-charge, Mark will make sure necessary resources are available to successfully complete all phases of the projects to the City's expectations.

Years with Firm

17

Total Years of Experience

23

Education

B.S. Civil Engineering,
Arizona State University (1995)

Memberships

American Public Works Association
American Society of
Civil Engineers
North American Society of
Trenchless Technology

Professional Registrations

Civil Engineer (AZ) 34588
NASSCO MACP & PACP U-803-815

Experience

- SROG Southern Avenue Interceptor & Manhole Repair (City of Phoenix)
- Wastewater Assessment & Repair (City of Mesa)
- 103rd Avenue Sewer Rehabilitation (EPCOR Water)
- Meeker Boulevard Sewer Assessment & Repair (EPCOR Water)
- Sun City Sewer Rehabilitation 99th Avenue (Nos. 1-3) (EPCOR Water)
- Sun City Sewer Rehabilitation: 11th Drive & 112th Avenue from Nevada Avenue to Wisconsin Avenue (Project 7) (EPCOR Water)
- Sewer & Manhole Rehabilitation, Phase 1 (City of Glendale)
- Sanitary Sewer Pipe Evaluation & Rehabilitation, Northern Avenue: 83rd Avenue to 99th Avenue & 95th Avenue: Peoria Avenue to Northern Avenue (City of Peoria)
- Coyote Lakes Wastewater Condition Assessment (EPCOR Water)

Steve Mortensen, PE

Quality Control Manager



With 40 years' experience, Steve is one of the founding partners of PEC and will serve as the quality control manager. He will ensure that our in-house QA/QC policies, procedures, and requirements are followed and carried out. Steve will also be involved with other tasks, such as the alignment study, risk assessment, selection of construction methods, and coordination with the CMAR contractor. As the QA/QC manager, Steve's duties will include maintaining the project schedule while making sure that the client receives a quality design. He is a master trainer for NASSCO's Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP), and the Lateral Assessment and Certification Program (LACP). Steve's trainings have helped certify individuals throughout the valley.

Years with Firm

35

Total Years of Experience

39

Education

B.S. Civil Engineering,
Brigham Young University (1978)

Memberships

American Council of Engineering
Companies

American Public Works Association

North American Society of
Trenchless Technology

National Association of Sewer
Service Companies

Professional Registrations

Civil Engineer (AZ) 15285

Registered Land Surveyor (AZ) 16870

NASSCO LACP, MACP & PACP
T-010-059

Experience

- SROG Southern Avenue Interceptor & Manhole Repair (City of Phoenix)
- Wastewater Assessment & Repair (City of Mesa)
- Meeker Boulevard Sewer Assessment & Repair (EPCOR Water)
- Maple-Ash Sewer Replacement (City of Tempe)
- Sun City Projects 1-3: Meeker Boulevard, 99th Avenue, and 103rd Avenue (EPCOR Water)
- Sanitary Sewer Relief & Replacement Program (35th Avenue and Peoria Avenue) (City of Phoenix)
- Large Diameter Clay Sanitary Sewer Rehabilitation Design Services, Phases I-III (City of Phoenix)
- Sun City Wastewater Condition Renewal, Projects 1 & 2 (EPCOR Water)
- 103rd Avenue Sewer Rehabilitation (Bright Angel to Thunderbird Avenue) (EPCOR Water)
- Gravity Sewer Replacement & Upsize: Scottsdale Road from Curry Road to Gilbert Meter Station (City of Tempe)
- Farmer Avenue Sewer and Waterlines (City of Tempe)

John Berghian, PE, SE, RA

Project Engineer



John has over 35 years' experience providing pipeline assessment, rehabilitation, renewal, relocation, and new installation designs for sewer improvement projects. He has provided design and construction management services for a variety of wastewater improvement projects, including the City of Phoenix Van Buren & 52nd Street Relief Sewer and the City of Tempe Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive. John understands the issues that impact the functionality of sewer lines. He will identify and evaluate critical factors impacting the City's sewer lines and evaluate various repair alternatives that will meet the City's schedule and budget.

Years with Firm

9

Total Years of Experience

35

Education

B.S. Civil Engineering, Chi Epsilon
Civil Engineering Honor Society,
Arizona State University (1983)

Registrations & Certifications

Civil Engineer (AZ) 24332

Structural Engineer (AZ) 20398

Registered Architect (AZ) 24633

NASSCO PACP/MACP/LACP

U-916-07005374

Experience

- Wastewater Assessment & Repair (City of Mesa)
- Meeker Boulevard Sewer Assessment & Repair (EPCOR Water)
- Sun City Projects 1-3: Meeker Boulevard, 99th Avenue, and 103rd Avenue (EPCOR Water)
- Farmer Avenue Sewer & Waterline Replacement (City of Tempe)
- Polyvinyl Chloride Lined Gravity Sewer Assessment (City of Phoenix)

Michael Heaton, PE, CFM

Resident Engineer



Mike has 32 years' experience in civil engineering. His project experience varies from floodplain management and storm drain design to site civil and pipeline assessment through the National Association of Sewer Service Companies (NASSCO). Mike's experience further extends to construction administration and inspection for water, sewer, and drainage projects. While he has an extensive background in drainage design and hydrology and hydraulic analyses, he has also provided design plans to improve roadways, waterlines, and sewer lines. He has been a project manager with PEC for more than 15 years on a wide variety of projects with budgets ranging from a few thousand dollars to multi-million dollar projects. He has coordinated in-house design efforts, as well as with multiple subconsultants, including architects, geotechnical engineers, environmental engineers, structural engineers, as well as mechanical, plumbing, and electrical consultants.

Years with Firm

17

Total Years of Experience

32

Education

B.S. Civil Engineering,
Arizona State University (1986)

Memberships

American Society of Civil Engineers

Registrations & Certifications

Civil Engineer (AZ) 25972

NASSCO MACP & PACP U-409-8388

Experience

- SROG Southern Avenue Interceptor & Manhole Repair (City of Phoenix)
- Zone 4S Integration: Chandler Boulevard/Desert Foothills Parkway (City of Phoenix)
- Large Diameter Clay Sanitary Sewer Rehabilitation Design Services, Phases I-III (City of Phoenix)
- 103rd Avenue Sewer Rehabilitation (Bright Angel to Thunderbird Avenue) (EPCOR Water)
- Farmer Avenue Sewer and Waterlines (City of Tempe)
- Maple-Ash Sewer Replacement (City of Tempe)
- Farmer Avenue Sewer and Waterline Replacement (City of Tempe)
- Meeker Boulevard Sewer Assessment & Rehabilitation (EPCOR Water)
- Glendale Sewer & Manhole Rehabilitation, Phase I (City of Glendale)
- Sewer Pipe & Manhole Rehabilitation (City of Mesa)
- Northern Avenue: 83rd Avenue to 99th Avenue & 95th Avenue: Peoria Avenue to Northern Avenue (City of Peoria)

Levi Hawkins, PE

Design Engineer, Inspector



Levi has five years' experience as a design engineer on PEC's civil engineering projects for state and local agencies. He has experience with all phases of design projects and has been involved with utility coordination, surveying, and the interpretation of design standards and specifications. Levi has also been a major contributor in the development of plans, specifications, and estimates for sewer assessment, rehabilitation, and new installation projects. Levi has also gained substantial experience in construction management and on-site field inspection on a variety of projects, including the City of Tempe Waterline Replacement: Warner Road from Rural Road to McClintock Drive & University Drive from Rural Road to McClintock Drive, which involved coordination with a CMAR contractor during design and construction.

Years with Firm

4

Total Years of Experience

5

Education

B.S. Civil Engineering, Arizona State University (2013)

Registrations & Certifications

Civil Engineer (AZ) 66949

NASSCO PACP/MACP/LACP
U-1014-06022257

NASSCO's ITCP for Cured-in-Place Pipe
CIPP-116-02001652

NASSCO's ITCP for Manholes
MR-0118-0100671

Experience

- SROG Southern Avenue Interceptor & Manhole Repair (City of Phoenix)
- Wastewater Assessment & Repair (City of Mesa)
- Meeker Boulevard Sewer Assessment & Repair (EPCOR Water)
- Maple-Ash Sewer Replacement (City of Tempe)
- Sun City Projects 1-3: Meeker Boulevard, 99th Avenue, and 103rd Avenue (EPCOR Water)
- Polyvinyl Chloride Lined Concrete Sewer Condition Assessment (City of Phoenix)
- 103rd Avenue Sewer Rehabilitation (Bright Angel to Thunderbird Avenue) (EPCOR Water)
- Farmer Avenue Sewer & Waterline Replacement (City of Tempe)
- 99th Avenue Interceptor Condition Assessment (City of Phoenix)

Ying Xu, PhD, PE, CFM

GIS Specialist



Ying has 28 years of civil engineering experience involving water and wastewater projects. He is proficient with the development of engineering models. His technical expertise with modeling includes GIS and other system models. Ying's expertise in seeing the overall picture helps maintain the project as he helps to develop project plan sheets and details needed for construction. Ying is also an expert with pipeline assessment and rehabilitation and has implemented these skills on hundreds of miles of pipeline throughout Arizona. His experience includes the City of Mesa Wastewater Assessment and Repair project. He helped to train various municipalities in the use and application of InfoMaster software, including the cities of Mesa, Scottsdale, and Phoenix. As the GIS specialist, Ying will provide hydraulic modeling and design for the new sewer line.

Years with Firm

17

Total Years of Experience

28

Education

Ph.D. Civil Engineering, Arizona State University (2002)

M.S. Environmental Science, Wageningen Agricultural University (1998)

B.S. Textile Engineering, Tianjin Institute of Textile Science and Technology (1990)

Memberships

Association of State Floodplain Managers

Arizona Floodplain Management Association

Professional Registrations

Civil Engineer (AZ) 37327

Certified Floodplain Manager US-05-01705

NASSCO MACP & PACP U-409-8389

Experience

- Scottsdale Sewer Assessment (City of Scottsdale)
- Paradise Valley Sewer Assessment (Town of Paradise Valley)
- Farmer Avenue Waterline Replacement (City of Tempe)
- GIS Regulatory Tools Project (Yavapai County Flood Control District)
- West Chino Valley Flood Delineation Study (Yavapai County Flood Control District)
- Forbing Park Drainage Improvement (Yavapai County Flood Control District)
- Rainbow Wash/Gillespie Area Drainage Master Study (Flood Control District of Maricopa County)
- Loop 303 Outfall Final Design (Flood Control District of Maricopa County)



STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

THOMAS OLIVER BRAATELIEN

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANT REGISTRATION AND ISSUES
CERTIFICATE NUMBER 33632 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 13TH DAY OF APRIL, 1999.

BOARD CHAIR

BOARD SECRETARY

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that
Tom Braatelian

Is certified to practice PACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-510-10748

[Redacted Signature]

Signature Theodore J. DeBoda, P.E., Executive Director

7/4/14

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.



STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

MARK VINSON LEE

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 34588 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 26TH DAY OF JANUARY, 2000.



BOARD CHAIR

BOARD SECRETARY

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

Mark Lee

Is certified to practice PACP and MACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-803-815



Signature Theodore J. DeBoda, P.E., Executive Director

5/1/15

Date of Issuance

NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.



STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

STEVEN LEE MORTENSEN

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER

**WITH PROFICIENCY IN
CIVIL ENGINEERING**

IN WITNESS THEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 15285 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 4TH DAY OF MARCH, 1983.



CHAIRMAN OF THE BOARD

SECRETARY OF THE BOARD

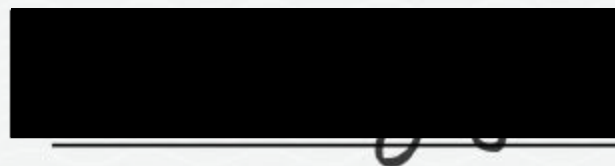
NASSCO

CERTIFIED TRAINER



THIS CERTIFICATE IS PROUDLY PRESENTED TO
Steve Mortensen

Certificate Number: T-010-059



Sheila Joy
Executive Director

spacer



Since 2002
Issued: 10/02/2018
Expires: 10/01/2021



Since 2002
Issued: 10/02/2018
Expires: 10/02/2021



Since 2002
Issued: 10/02/2018
Expires: 10/02/2021

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STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

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LANDSCAPE ARCHITECTS AND LAND SURVEYORS

JOHN VIRGIL BERGHIAN

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER

WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS WHEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 24332 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 29TH DAY OF JUNE 1990.

CHAIRMAN OF THE BOARD

SECRETARY OF THE BOARD



National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that
John Berghian

Is certified to practice PACP, MACP and LACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-916-07005374

Signature  Theodore J. DeBoda, P.E., Executive Director

12/2/16

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.



STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

MICHAEL DEE HEATON

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS THEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 25972 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 5TH DAY OF FEBRUARY, 1992.



CHAIRMAN OF THE BOARD

SECRETARY OF THE BOARD

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

Michael D. Heaton

Is certified to practice PACP and MACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-409-8388

[Redacted Signature]

Signature Theodore J. DeBoda, P.E., Executive Director

5/1/15

Date of Issuance



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Board of Technical Registration

Levi Hawkins

Having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the state of Arizona and use the title of

CIVIL ENGINEER

In witness thereof, the Board grants certificate number 66949 and affixes the seal of this board at
Phoenix, Arizona this
15th day of June, 2018




Alejandro Angel, Board Chair


Jason Foose, Vice Chair

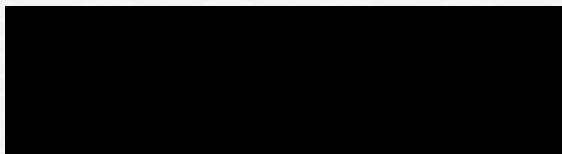
CERTIFICATE OF COMPLETION



THIS CERTIFICATE IS PROUDLY PRESENTED TO

Levi Hawkins

Certificate Number: U-1014-06022257



Sheila Joy
Executive Director



Since 2014
Issued: 06/20/2017
Expires: 06/19/2020



Since 2014
Issued: 06/20/2017
Expires: 06/19/2020



Since 2014
Issued: 06/20/2017
Expires: 06/19/2020

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Certificate of Achievement

Levi M. Hawkins

has successfully completed the 8 hour course

Confined Space Safety Awareness

In compliance with OSHA 29 CFR 1910.146

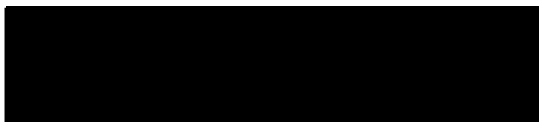
Professional Development Hours: 7

Instructor: Dean Hendzel

Training Date: October 14, 2015

Certificate #: **0745038017**




Director of Operations: Carole P. Benz

Corporate Mailing Address & Tucson Training Center: 5532 E. Grant Rd. | Tucson, AZ 85712 | 520.321.1999
Phoenix Training Center: 2516 E. University Dr., Ste. 200 | Phoenix, AZ 85034 | 602.923.9673

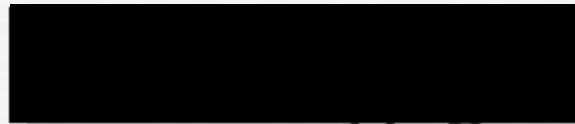
CERTIFICATE OF COMPLETION



THIS CERTIFICATE IS PROUDLY PRESENTED TO

Levi Hawkins

Certificate Number: MR-0118-0100671



Sheila Joy
Executive Director

Manhole Rehabilitation
Since 2018
Issued: 01/10/2018
Expires: 01/08/2028



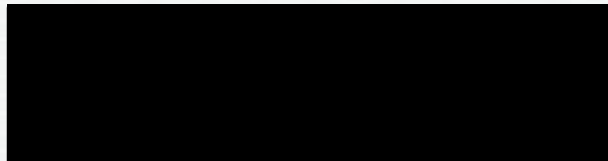
Note: The user is not an employee, agent or partner of NASSCO. The user acknowledges and agrees that NASSCO does not supervise or control the user and that NASSCO shall not be responsible for any acts or omissions of the user.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Levi Hawkins

Certificate Number: CIPP-02001652



Sheila Joy
Executive Director



Cure-In-Place Pipe
Since 2016
Issued: 03/04/2016
Expires: 12/01/2026



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Corporate Mailing Address & Tucson Training Center: 5532 E. Grant Rd. | Tucson, AZ 85712 | 520.321.1999
Phoenix Training Center: 2516 E. University Dr., Ste. 200 | Phoenix, AZ 85034 | 602.923.9673

STATE OF ARIZONA

STATE BOARD OF TECHNICAL REGISTRATION



YING XU

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE
STATE OF ARIZONA AND USE THE TITLE OF

REGISTERED PROFESSIONAL ENGINEER
WITH PROFICIENCY IN
CIVIL ENGINEERING

IN WITNESS WHEREOF, THE BOARD
GRANTS REGISTRATION AND ISSUES
CERTIFICATE NUMBER 37327 SUBJECT
TO RENEWAL, AND AFFIXES THE SEAL
OF THIS BOARD AT PHOENIX, ARIZONA
THIS 14TH DAY OF JANUARY, 2002

BOARD CHAIR

BOARD SECRETARY



National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

Ying Xu

Is certified to practice PACP and MACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-409-8389

Signature Theodore J. DeBoda, P.E., Executive Director

5/1/15

Date of Issuance



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EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROJECT ENGINEERING CONSULTANTS, LTD.

[Scope of Work and Fee Proposal]

See following pages.



TRANSMITTAL

To: City of Avondale Water Services Engineering Department 399 E. Lower Buckeye Road Avondale, AZ 85323	Date: 3-11-2019
Attn: Mr. Michael Navabi, PE Public Works Engineering Project Manager O 623-333-4444 – C 614-795-8121 mnavabi@avondaleaz.gov	Project : Avondale Sewer Repair Design PW 19-014
From: Tom Braatlien	RE: Engineering Design Services Scope and Fee Proposal

THE FOLLOWING ITEMS ARE TRANSMITTED:

☒ Herewith ☐ Under Separate Cover

Fee Proposal (pdf document submitted via email).

THE ABOVE ITEMS ARE SUBMITTED:

- | | | |
|--|---|--|
| ☒ Per Your Request | ☐ For Approval | ☐ Resubmit For Approval |
| ☐ For Review | ☐ For Your Use | ☐ For Bid |
| ☐ For Recording | ☐ For Your Signature | ☐ For Your Records |

REMARKS:

Thank you.

March 11, 2019

Michael Navabi, PE
Public Works Engineering Project Manager
Water Services Engineering Department
399 E. Lower Buckeye Road
Avondale, AZ 85323
O 623-333-4444 – C 614-795-8121

Subject:
City of Avondale Sewer Repair Design PW 19-014 Design Services Scope and Fee.

RE:
Project 1 Sewer Repair Design in Dysart Road from Riley to Corral.
Project 2 Sewer Repair Design at 4th Avenue Alignment and UPRR.

Dear Mr. Navabi,

Project Engineering Consultants, Ltd., (PEC) is pleased to offer this proposal to provide design engineering services for the above referenced project.

This proposal cover services for Project 1 and Project 2 as described below.

Project 1:

Design for the installation of approximately 3,000 linear foot of new 12-inch sewer from Riley Road south along Dysart road to Main Street/Buckeye Road (MC 85) along Main Street to 7th Avenue then south along 7th Avenue to Corral Street. The new 12-inch sewer will replace the existing 10 inch gravity sewer which requires upsize due to planned development to the north.

Project 2:

Design for the rehabilitation of approximately 340 linear feet of the existing ductile iron pipe 15-inch sewer (218 W. Main Street) under the UPRR and Main Street from manhole just north of the UPRR to approximately 340 to the south at the 4th Avenue alignment. The existing 15 inch gravity sewer at this location is corroded and heavily tuberculated and requires rehabilitation.

Fees proposed for each project are as follows:

Project 1:

<u>The Engineer's Fee for Design Services Not to Exceed:</u>	\$154,449.20
<u>Subconsultant Allowances and Expense Allowances Not to Exceed:</u>	
Aerial Topo Services (Kenney Aerial):	\$3,570.00
Geotechnical Investigation (Ninyo & Moore):	24,500.00
Subsurface Utility Investigation in Dysart (KC Locate):	\$15,660.00
Subsurface Utility Investigation at UPRR (Aztec):	\$11,385.00
Condition of Title Report (Chicago Title)	\$757.00
Reimbursable Expenses (MCESD Fees, Permit Fees, Reprographics, Etc.):	\$8,000.00
Project 1 Total Not to Exceed:	\$218,321.20

Project 2:

<u>The Engineer's Fee for Design Services Not to Exceed:</u>	\$57,332.53
<u>Subconsultant Allowances and Expense Allowances Not to Exceed:</u>	
Flow Monitoring Services (Western Environmental):	\$2,334.00
Condition of Title Report (Chicago Title)	\$757.00
Reprographics:	\$250.00
Project 2 Total Not to Exceed:	\$60,673.53

Attached are the following:

Exhibit A - Scope of Work

Exhibit B - Project 1 Engineering Services Estimate

Exhibit C - Project 2 Engineering Services Estimate

Exhibit C - Project 1 Design Schedule

Exhibit C - Project 2 Design Schedule

Aerial Topo Services Estimate (Kenney Aerial)

Geotechnical Investigation Estimate (Ninyo & Moore) Scope & Fee Estimate

Subsurface Utility Investigation in Dysart Estimate (KC Locate) Scope & Fee Estimate

Subsurface Utility Investigation at UPRR Estimate (Aztec) Scope & Fee Estimate

Flow Monitoring Services Estimate (Western Environmental) Scope & Fee Estimate

Condition of Title Report Estimate (Chicago Title)

Please call if you have any questions with our proposal. We look forward to successful and timely completion of this project.

Sincerely yours,

Tom Braatelian, P.E.

EXHIBIT A

Scope of Work

Sewer Design Services PW 19-014

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Specific Project Objectives

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Task 6.2 - Conduct Meetings

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Task 9.2 – Sixty Percent (60%) Progress Submittal

Task 9.3 – Ninety Percent (90%) Progress Submittal

Task 9.4 – Final (100%) Submittal

Task 9.5 – Opinion of Construction Cost

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DESIGN SCOPE OF SERVICES

Sewer Design Services PW 19-014

Project No. 1

DESIGN SERVICES OBJECTIVES

Design for the installation of approximately 3,000 linear foot of new 12 inch sewer from Riley Road south along Dysart road to Main Street/Buckeye Road (MC 85) along Main Street to 7th Avenue then south along 7th Avenue to Corral Street. The new 12 inch sewer will replace the existing 10 inch gravity sewer which requires upsize due to planned development to the north.

TASK SERIES 1 – PROJECT MANAGEMENT SERVICES DURING DESIGN

The Engineer will perform project management services as described in the following tasks:

Task 1.1 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets project requirements. The Engineer will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement.

Task 1.2 - Conduct Meetings

The Engineer will conduct meetings with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect project results. The meetings will consist of the following:

- Progress meetings with City management staff.

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting.

Task 1.3 - Monitor Progress and Prepare Status Reports

The Engineer will report the progress of design activities, which includes all major work activities, on a monthly basis. Progress and schedule tracking will consist of:

- Monthly tracking and reporting on progress;
- Monitoring and management of sub-consultants' scheduled activities.

Assumptions:

It is assumed the alignment study and design effort will have four meetings at two hours each plus time to prepare meeting materials and meeting results. The effort is for meetings held with City staff or other meetings where the City directs the Engineers presence.

City Input:

The City will have representation at progress/review meetings and provide input and feedback.

Deliverables:

Meeting agendas and documentation of meeting results.
Monthly progress reports.

TASK SERIES 2 - PRELIMINARY DESIGN SERVICES

Conducting preliminary design services as a distinct project phase is intended to advance the project by early determination of project requirements, constraints, criteria, options, decisions, and documentation.

Task 2.1 - Surveying, Mapping, and Determination of Existing Conditions

Existing conditions will be analyzed through a series of investigations to understand the opportunities and constraints that may be imposed upon a project and its design. The Engineer will conduct studies to evaluate existing site conditions. These studies may include, but are not limited to inspection of video (provided by the City), geotechnical investigation, topo survey, utility mapping, and subsurface utility explorations. This effort should identify the work site's specific location and identify factors such accessibility, environmental limitations, regulatory factors, etc., that are important considerations to the project.

Existing Conditions and Suitability

Evaluate the existing and potential alternate sewer alignments with regard to the following factors and issues, as applicable and appropriate:

- a) Inspection of CCTV video of the existing 10 inch gravity sewer.
- b) Topographic survey to locate physical feature throughout the project limit including rail road features, curbs, gutters, sidewalks, driveways, manholes, manhole inverts. valves, fire hydrants, traffic control devises and other above ground utility features. – Categorize existing conditions.
- c) Geotechnical/Soils – Categorize soils in the area, soils borings and soils investigation that may be necessary to analyze conditions where the proposed project would be physically located.
- d) Permit Considerations.
- e) Other considered factors including utility maps, subsurface utility explorations (potholes), right of ways and easements.
- f) Consider traffic impacts, socio-economic impacts to residents, businesses, and carbon foot print during construction activities.

Task 2.2 – Investigate Installation Alternatives

The Engineer will explore two alternatives for the installation of the new 12 inch sewer. The first alternative to be explored will be to upsize the existing 10 inch sewer to a 12inch sewer by the method of pipe bursting. The second alternative to be explored will be the installation of a new parallel 12 inch gravity sewer with subsequent abandonment of the existing 10 inch sewer. Both alternatives will require placement of a new parallel 12-inch sewer within a cased jack and bore installation under the UPRR.

The Engineer will evaluate the existing sewer alignment relative to trenchless construction techniques such as pipe bursting to upsize the existing sewer from a 10-inch to a 12-inch sewer pipeline. A new alignment will also be evaluated relative to traffic impacts, safety, social impacts, environmental impacts, budget and schedule for a new 12-inch sewer pipeline. Video inspection of the Dysart Road Sewer will be necessary to evaluate practical trenchless opportunities.

Task 2.3 – Preliminary Recommendations

The Engineer will prepare a comparison and recommendation technical memorandum of the pipe bursting alternative and the parallel sewer alternative considered for the project. The Engineer will meet with the City to discuss the technical memorandum and obtain the City's concurrence and selection of the appropriate alternative.

City Input:

The City will provide environmental, archaeological, historical and biological assessment of the proposed alignment.

The City will provide comments and decisions based on the review of the technical memorandum.

Deliverables:

Technical Memorandum

Task 2.4 – Prepare Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost for existing and potential alternative alignments from schematic drawings and other preliminary design information for the project.

Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The balance of quantities that are unknown will be based on the estimator's assumptions. Depending on the level of documentation at schematic design, the estimate of cost should include an appropriate amount of contingency that can be revised as more information becomes known. .

Deliverables:

Opinion of Probable Cost for Construction will be included in the Technical Memorandum

TASK SERIES 3 - PERMIT, REGULATORY, AND SAFETY CONSIDERATIONS

Permits for Construction

Task 3.1 – Maricopa County Department of Environmental Services (MCESD)

The Engineer will conduct a formal review meeting with a MCESD representative and submit pre-final drawings and specifications for their review and comments.

The Engineer will receive and respond to review comments from MCESD and incorporate necessary revisions into the drawings and specifications.

The Engineer will prepare and submit a completed application for “Approval to Construct” certificate including final drawings and specifications to MCESD for their approval. It is important that MCESD issue the “Approval to Construct” certificate prior to the start of construction.

Task 3.2- UPRR and MCDOT

The Engineer will meet with permitting agencies Union Pacific Rail Road (UPRR) and Maricopa County Department of Transportation (MCDOT) to discuss the project, permit requirements and timelines for permit agency review.

The Engineer will develop a project permit issuance strategy with a realistic assessment of permitting timelines.

The strategy for each applicable permit and approval will include a description of the activities needed to comply with the specific permit requirements. The strategy will identify the organization responsible for completing those activities.

The Engineer will meet with the City to review and discuss the draft permit strategy and timelines. The Engineer will document and finalize a consensus permit strategy and timelines.

Acknowledge requirements regarding facility operation permits from regulatory agencies.

Deliverables:

Application to MCESD for “Approval to Construct” certificate.

MCESD “Approval to Construct” certificate prior to construction.

Documentation of requirements and review timelines based on meetings in regards to permitting agencies (UPRR and MCDOT).

TASK SERIES 4 - DESIGN DEVELOPMENT

This task prescribes the submittals the Engineer will prepare for City review as progress is made on project design and preparation of construction drawings and specifications for Project 1 - Dysart Road Sewer. Separate deliverables from the Engineer for Project 1 will be reviewed by the City and others during the design development period.

Preparation of construction drawings and technical specifications will be as follows:

1. Drafting Standards: The organization and preparation of construction drawings shall be in accordance with the City drafting guidelines.
2. Electronic Drawings: Electronic drawings shall be prepared in accordance with the City CADD standards.
3. Technical Specifications: Technical specifications shall be prepared using the MAG specifications and any City standards or supplements.

The Engineer will prepare progress submittal packages when the design, drawings, and specifications as described in this scope of services. The level of detail on the drawings in each progress submittal should be as given below unless the City needs other information to complete its review.

Task 4.1 - Thirty Percent (30%) Progress Submittal

The design scheme is decided and working drawings are prepared. These drawings are used to convey information about the project's overall appearance and configuration to the City and other project stakeholders. These drawings are not intended for construction. The lists of drawings and specifications for each discipline are ready for City review.

1. Civil:
 - Existing utilities are plotted; existing facility horizontal controls and elevations are confirmed with current survey.
 - Preliminary plan sheets are prepared.
 - 30% Engineer's opinion of probable construction cost.

No specifications will be required/provided at this time.

Task 4.2 - Sixty Percent (60%) Progress Submittal

The drawings and specifications for each discipline are coordinated and have progressed where the design intent is established and must show the work in sufficient detail that a builder can recognize general building elements and requirements for construction. All comments from the 30% submittal are satisfactorily addressed. The set of drawings will include a cover sheet and an index sheet.

1. Civil:
 - All facilities are shown and located.
 - Plan and profile sheets are substantially complete.
 - Draft specifications are assembled.

Task 4.3 - Ninety Percent (90%) Progress Submittal

Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from both the 30 and 60 percent reviews by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

Legal exhibits and title report for the selected easements will be prepared and submitted with the 90% progress submittal.

Task 4.4 - Final (100%) Submittal

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Task 4.5 – Opinions of Construction Cost

The Engineer will prepare an opinion of probable construction cost at the 30% plan submittals.

City Input:

The City will provide copies and offer direction on the use of the drafting guidelines, CADD Standards, and Standard Specifications Guide Documents.

The City will provide a standard template (if available) from which opinions of probable construction costs will be prepared.

The City will issue review comments following 30%, 60%, and 90% Progress Submittals.

At 90% Progress Submittal, City will prepare a “sign-off” form indicating that operations management staff has accepted the project design.

Final submittal will require City approval.

Deliverables:

Drawings and opinion of probable cost at 30% progress submittal (pdf format).

Drawings and MAG format technical specifications at 60% progress submittal (pdf format).

Drawings and MAG format technical specifications and Title Report at 90% progress submittal (pdf format).

Drawings and MAG format technical specifications at final submittal (pdf format).

TASK SERIES 5 – ALLOWANCES**Task 5.1 – Geotechnical Services**

The Engineer will provide, through a qualified consultant, the necessary soil borings and soil investigations to analyze conditions present in the area where the proposed project will be physically located and as required to support the design of the proposed facilities. Any geotechnical information in the City's records for the project site will be made available to the Engineer.

Task 5.2 – Aerial Topo Survey Services

The Engineer will provide aerial topo survey services as required to support the field investigation and design of the proposed facility. Survey services will include verification of horizontal and vertical control on existing structures and pipelines. Any survey information in the City's records for the project site will be made available to the Engineer.

Task 5.3 – Subsurface Utility Engineering (Potholes)

The Engineer will sub-contract with a qualified subsurface utility engineering (SUE) company to verify horizontal and vertical location of existing utilities including water pipelines, gas pipelines, communication cables, etc., that may impact the alignment or construction activities of the sewer line throughout the limits project. SUE may be conducted by the CMAR contractor for Project 1.

Task 5.4- Condition of Title Report

The Engineer will provide at Condition of Title Report which will identify/verify the selected existing City of Avondale Sewer easements along the project corridor. The title report will include up to 3 parcels and will be prepared by Chicago Title (see attached scope of work).

Task 5.5 – Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mail and Courier
- Reproduction
- Scanning/Digitizing
- Special Meeting/Presentation
- Permit Review Fees

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase.

DESIGN SCOPE OF SERVICES

Sewer Design Services PW 19-014

Project No. 2

DESIGN SERVICES OBJECTIVES

Design for the rehabilitation of approximately 340 linear feet of the existing ductile iron pipe 15-inch sewer (218 W. Main Street) under the UPRR and Main Street from manhole just north of the UPRR to approximately 340 to the south at the 4th Avenue alignment.

TASK SERIES 6 – PROJECT MANAGEMENT SERVICES DURING DESIGN

The Engineer will perform project management services as described in the following tasks:

Task 6.1 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets project requirements. The Engineer will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement.

Task 6.2 - Conduct Meetings

The Engineer will conduct meetings with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect project results. The meetings will consist of the following:

- Progress meetings with City management staff.

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting.

Task 6.3 - Monitor Progress and Prepare Status Reports

The Engineer will report the progress of design activities, which includes all major work activities, on a monthly basis. Progress and schedule tracking will consist of:

- Monthly tracking and reporting on progress;
- Monitoring and management of sub-consultants' scheduled activities.

Assumptions:

It is assumed the rehabilitation design study and design effort will have four meetings at two hours each plus time to prepare meeting materials and meeting results. The effort is for meetings held with City staff or other meetings where the City directs the Engineers presence.

City Input:

The City will have representation at progress/review meetings and provide input and feedback.

Deliverables:

Meeting agendas and documentation of meeting results.
Monthly progress reports.

TASK SERIES 7 - PRELIMINARY DESIGN SERVICES

Conducting preliminary design services as a distinct project phase is intended to advance the project by early determination of project requirements, constraints, criteria, options, decisions, and documentation.

Task 7.1 – Surveying, Mapping, and Determination of Existing Conditions

Existing conditions will be analyzed through a series of investigations to understand the opportunities and constraints that may be imposed upon a project and its design.

Preliminary design for Project 2 - 4th Avenue Sewer will include viewing of the CCTV or video scanning (to be provided by the City of Avondale) of the existing 15 inch sewer to determine the structural condition of the pipeline and extent corrosion from manhole immediately north of the UPRR to the manhole immediately south of the UPRR. The digital video information will be used to develop specifications and selection of suitable rehabilitation techniques. The Engineer will review city records (if any) to determine flow within the existing sewer and conduct flow monitoring to determine flows. Flow monitoring will be conducted to determine flows within the existing sewer.

Task 7.2 – Investigate Rehabilitation Alternatives

The Engineer will evaluate two alternatives for the rehabilitation of the existing 15 inch gravity sewer. The first alternative will be rehabilitation by the spiral wound lining method and the second alternative will be rehabilitation by slip lining cartridge method.

Task 7.3 – Rehabilitation Recommendations

The engineer will prepare a technical memorandum of the two alternative rehabilitation methods considered for the project. The technical memorandum will describe the City's current situation, analyze alternatives, and propose a specific course of action from an engineering perspective. The Engineer will meet with the City to discuss the Technical Memorandum and obtain the City's concurrence and selection of suitable method.

The City will provide comments and decisions based on the review of the technical memorandum.

Deliverables:

Technical Memorandum

Task 7.4 – Prepare Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost for existing and potential rehabilitation alternatives.

Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The balance of quantities that are unknown will be based on the estimator's assumptions. Depending on the level of documentation at schematic design, the estimate of cost should include an appropriate amount of contingency that can be revised as more information becomes known. The contingency amount should be a single line item and based on historical experience and the expected difficulty of the project. The purpose is to have sufficient information to develop a budget that will meet the needs of the project.

Deliverables:

Opinion of Probable Cost for Construction will be included in the Technical Memorandum.

TASK SERIES 8 - PERMIT, REGULATORY AND SAFETY CONSIDERATIONS

Permits for Construction

Task 8.1- UPRR and MCDOT Permits

The Engineer will meet with permitting agencies Union Pacific Rail Road (UPRR) and Maricopa County Department of Transportation (MCDOT) to discuss the project, permit requirements and timelines for permit agency review.

The Engineer will develop a project permit issuance strategy with a realistic assessment of permitting timelines.

The strategy for each applicable permit and approval will include a description of the activities needed to comply with the specific permit requirements. The strategy will identify the organization responsible for completing those activities.

The Engineer will meet with the City to review and discuss the draft permit strategy and timelines. The Engineer will document and finalize a consensus permit strategy and timelines.

Acknowledge requirements regarding facility operation permits from regulatory agencies.

Deliverables:

Documentation of requirements based on meetings in regards to permitting agencies (UPRR and MCDOT).

TASK SERIES 9 - DESIGN DEVELOPMENT

This task prescribes the submittals the Engineer will prepare for City review as progress is made on project design and preparation of construction drawings and specifications for Project 2 - 4th Avenue Sewer. Separate deliverables from the Engineer for Project 2 will be reviewed by the City and others during the design development period.

Preparation of construction drawings and technical specifications will be as follows:

1. Drafting Standards: The organization and preparation of construction drawings shall be in accordance with the City drafting guidelines.
2. Electronic Drawings: Electronic drawings shall be prepared in accordance with the City CADD standards.
3. Technical Specifications: Technical specifications shall be prepared using the MAG specifications and any City standards or supplements.

The Engineer will prepare progress submittal packages when the design, drawings, and specifications are considered 30, 60, and 90 percent (%) complete as described in this scope of services. Two (2) copies of the progress submittal packages will be included with each submittal for City review. The level of detail on the drawings in each progress submittal should be as given below unless the City needs other information to complete its review.

Task 9.1 - Thirty Percent (30%) Progress Submittal

The design scheme is decided and working drawings are prepared. These drawings are used to convey information about the project's overall appearance and configuration to the City and other project stakeholders. These drawings are not intended for construction. The lists of drawings and specifications for each discipline are ready for City review.

1. Civil:
 - Existing utilities are plotted; existing facility horizontal controls and elevations are confirmed with current survey.
 - Preliminary plan and profile sheets are prepared.

No specification submittal will be required at this time.

Task 9.2 - Sixty Percent (60%) Progress Submittal

The drawings and specifications for each discipline are coordinated and have progressed where the design intent is established and must show the work in sufficient detail that a builder can recognize general building elements and requirements for construction. All comments from the 30% submittal are satisfactorily addressed. The set of drawings will include a cover sheet and an index sheet.

1. Civil:

- All facilities are shown and located.
- Plan and profile sheets are substantially complete.
- Draft specifications are assembled.

Task 9.3 - Ninety Percent (90%) Progress Submittal

Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. No brackets or Notes to Specifier should remain in the specification text.

Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from both the 30 and 60 percent reviews by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

Legal exhibits and title report for the selected easements will be prepared and submitted with the 90% progress submittal.

Task 9.4 - Final (100%) Submittal

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Task 9.5 – Opinions of Construction Cost

The Engineer will prepare an opinion of probable construction cost at the 30%, 60%, 90%, and 100% progress submittals. Appropriate amounts for contingency and inflation should be included in the opinion of construction cost to reflect anticipated conditions at the time of construction.

When the City employs CMAR, the Engineer will review their estimates or reports and give the City written notice if the Engineer takes exception to any item or items in their reports. Any cost issues will be discussed and resolved between the City and CMAR.

City Input:

The City will provide copies and offer direction on the use of the drafting guidelines, CADD Standards, and Standard Specifications Guide Documents.

The City will provide a standard template (if available) from which opinions of probable construction costs will be prepared.

The City will issue review comments following 30%, 60%, and 90% Progress Submittals.

At 90% Progress Submittal, City will prepare a “sign-off” form indicating that operations management staff has accepted the project design.

Final submittal will require City approval.

Deliverables:

Drawings and opinion of probable cost at 30% progress submittal (pdf format).

Drawings and MAG format technical specifications and opinion of probable cost at 60% progress submittal (pdf format).

Drawings and MAG format technical specifications and opinion of probable cost and Title Report at 90% progress submittal (pdf format).

Drawings and MAG format technical specifications and opinion of probable cost at final submittal (pdf format).

TASK SERIES 10 – ALLOWANCES**Task 10.1- Flow Monitoring**

The Engineer will provide flow monitoring for Project 2 – 4th Avenue Sewer for a period of 15 days. Flow monitoring work will be completed by Western Environmental Equipment Company (see attached scope of work). The Consultant will use this information to analysis flow characteristics within the pipeline in order to evaluate practicality of trenchless opportunities for rehabilitation or renewal of the pipeline.

Task 10.2- Condition of Title Report

The Engineer will provide at Condition of Title Report which will identify/verify the selected existing City of Avondale Sewer easements along the project corridor. The title report will include up to 3 parcels and will be prepared by Chicago Title (see attached scope of work).

Task 10.3 – Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mail and Courier
- Reproduction
- Scanning/Digitizing
- Special Meeting/Presentation
- Permit Review Fees

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase.

EXHIBIT B

CITY OF AVONDALE

Project Title: Project 1 Design Fee
PROJECT LABOR ESTIMATE

Prepared By: T. Brattelen

02/21/19

SECTION	TASK	DESCRIPTION		Project Manager \$162.73 /Hour		Senior Project Engineer \$150.24 /Hour		Engineer \$120.51 /Hour		Senior CAD Technician \$97.03 /Hour		Survey Manager \$109.65 /Hour		Surveyor \$90.75 /Hour		QA/QC Engineer \$150.24 /Hour		Total Direct Labor Fees	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
1		Project Management Services During Design																	
	1.1	Manage Sub-Consultants	8	\$1,301.84														8	\$1,301.84
	1.2	Conduct Meetings	16	\$2,603.68														16	\$2,603.68
	1.3	Monitor Progress and Prepare Status Reports	24	\$3,905.52														24	\$3,905.52
2		Preliminary Design Services																	
	2.1	Surveying, Mapping, and Determination of Existing Conditions	24	\$3,905.52	32	\$4,807.68	64	\$7,712.64	152	\$14,748.56	24	\$2,631.60	96	\$8,712.00				392	\$42,518.00
	2.2	Investigate Installation Alternatives	8	\$1,301.84	32	\$4,807.68	48	\$5,784.48										96	\$13,095.92
	2.3	Preliminary Recommendations	8	\$1,301.84	16	\$2,403.84	48	\$5,784.48										72	\$9,490.16
	2.4	Prepare Opinion of Probable Cost for Construction	2	\$325.46	4	\$600.96	8	\$964.08										16	\$2,190.98
3		Permit, Regulatory and Safety Considerations																	
	3.1	MCDDES	1	\$162.73	2	\$300.48	8	\$964.08										13	\$1,727.77
	3.2	UPRR and MCDOT	1	\$162.73	2	\$300.48	16	\$1,928.16										19	\$2,391.37
4		Design Development																	
	4.1	Thirty Percent (30%) Progress Submittal	16	\$2,603.68	32	\$4,807.68	56	\$6,748.56	96	\$9,314.88								208	\$24,676.72
	4.2	Sixty Percent (60%) Progress Submittal	6	\$976.38	24	\$3,605.76	48	\$5,784.48	72	\$6,986.16								158	\$18,554.70
	4.3	Ninety Percent (90%) Progress Submittal and Title Report Legals	8	\$1,301.84	24	\$3,605.76	40	\$4,820.40	48	\$4,657.44	40	\$4,386.00						166	\$19,672.88
	4.4	Final (100%) Submittal	4	\$650.92	16	\$2,403.84	24	\$2,892.24	32	\$3,104.96								80	\$9,652.92
	4.5	Quantities and Options of Construction Cost	2	\$325.46	2	\$300.48	8	\$964.08	8	\$776.24								22	\$2,666.74
		DIRECT LABOR SUBTOTALS:																	
		128	\$20,829.44	186	\$27,944.64	368	\$44,347.68	408	\$39,588.24	64	\$7,017.60	96	\$8,712.00	40	\$6,009.60			1290	\$154,449.20

CITY OF AVONDALE

Project 1

Dysart Road Riley to Corral

2/8/2019

[illegible]

EXHIBIT E

CITY OF AVONDALE

Project: SEWER REPAIR DESIGN PW 19-014

Project 2

4th Ave Alignment at UPRR

ESTIMATED SERVICES PERIOD SCHEDULE

Prepared By: T. Braatelen

2/8/2019

DESCRIPTION	Start	Finish	Weeks											
			1 thru 4	5 thru 8	9 thru 12	13 thru 16	17 thru 20	21 thru 24	25 thru 28	29 thru 32	33 thru 36	37 thru 39		
NTP	Week 1		<>											
Topo Survey			XX											
Utility Mapping			XX	XXXX										
Flow Monitoring				XX										
Investigate Installation Alternatives					XXXX									
Preliminary Design Technical Memorandum					XX									
City of Avondale Technical Memorandum Review						X								
30% Plans							XXX	XX						
City of Avondale 30% Plan Review								X						
UPRR Permit								XXX		XXXX	XXXX			
60% Plans, Specifications & Engineer's Estimate (PS&E)								X	X					
City of Avondale PS&E Review									X					
90% PS&E										XX				
City of Avondale PS&E Review											X			
MCDOT Permit											XXXX	XXXX		
Final PS&E											X			
Design Services Completed		Week 26									X			

Kenney Aerial Mapping, Inc.



Photogrammetric Services Since 1963

John W. Cahoon, C.P. President, CEO

Stan P. Woessner Jr., Vice President, COO

4008 North 15th Avenue
Phoenix, Arizona 85015
Phone (602) 258-6471

871 Coronado Center Dr #200
Henderson NV 89015
Phone:(702) 260-3033

February 7, 2019

Tom Braateliën, PE
Project Engineering Consultants, LTD
2310 W Mission Lane Suite 4
Phoenix, AZ 85021

RE: Avondale Dysart Road at Buckeye Road Sewer

Dear Tom,

This is our submittal for delivering professional photogrammetric services as outlined in your specifications. Our goal is to provide accurate, comprehensive and timely services, and thereby add *value* to your project. We appreciate the opportunity in working with you.

SERVICES TO BE RENDERED:

Color aerial photography will be flown in stereo with an UltracamX digital sensor at a 4 cm ground sample distance.

Aerotriangulation will be performed to supplement the ground control where 98% of analytic x, y (horizontal) control points will meet or exceed generally accepted standard mapping accuracies. 80% of analytic z (vertical) points are expected to be within .0001 flight height. Results of aerotriangulation are based on initial ground control surveys.

Photogrammetric stereo compilation processes will be used to develop the Digital Terrain Model (DTM). A dense grid of mass points will be generated and breaklines will be added at key locations to best depict the terrain surface. Clearly visible planimetric detail appropriate for 1"=20' mapping will also be digitized, including full paint striping.

When stereocompilation is completed a triangular irregular network (TIN surface) is generated to develop the contours. One foot (1') contours and spot elevations will be delivered with minimal smoothing and filtering.

Ground control, contours, spot elevations, planimetric features and related data are merged into the topographic mapping file and our comprehensive editing processes are performed to insure accuracy and completeness.

The above data will be provided in AutoCAD drawing file on DVD. The DTM and XML surface will also be delivered as separate files.

Accurate, Comprehensive, Timely - Value

Kenney Aerial Mapping, Inc.

Areas that may be obscured due to dense trees, brush or dark shadows may contain weak x, y, z data and require field survey check or verifications.

Digital orthophotography will be generated with a pixel resolution of .15'. The digital imagery will be delivered in TIFF, TFW and image polygon on DVD.

Project Summary and List of Deliverables	
<i>Film Type: Color</i>	<i>Photo Scale: 4 cm ground sample distance</i>
<i>Stereomodels: 6 Flight Lines: 1</i>	<i>Ground Control: 5 HVP Size: 6"x4' overall</i>
<i>Contour Interval: One foot</i>	<i>Map Scale: 1"=20'</i>
<i>Orthophoto Resolution .15'</i>	<i>CAD Standard: AutoCAD - KAM</i>
<i>Terrain Conditions: Developed Roadway</i>	<i>Flight Restrictions: Sky Harbor</i>
<i>Comments: Mapping will cover 100' left and right of the apparent centerline as shown on the control diagram.</i>	

Fee: \$ 3,570.00

GENERAL NOTES:

Digital map deliverables should be reviewed within 30 days of receipt to insure that map coverage and data is complete. Please notify us immediately if there are any discrepancies. This policy enables us to better serve our customers.

It is our policy to map to the given control panel locations. If this does not meet your map limit requirements, please submit a drawing that shows precisely what area you want mapped. It is understood that mapping beyond control point locations may not meet standard mapping accuracies.

It is understood that you will establish the ground control necessary for us to perform our services as stated above.

PAYMENT AGREEMENT:

As per this agreement, payment for the above services will not exceed 30 days from date of invoice. Payment may be made by cash, check or credit card (MasterCard or Visa).

Project fees may need to be adjusted if this project is not initiated within 180 calendar days. In the event our photogrammetric services are not paid within the agreed time frame as outlined in this letter, there will be a 1-1/2% per month late fee added to the unpaid balance.

JOB SCHEDULE:

We anticipate completion of this project to be 12 working days after:

- A. We are in receipt of this signed contract,
- B. The project has been flown,
- C. We are in receipt of control

It is important to both your firm and our company that work schedule estimates are on time. Our current number of working days to complete this project may need to be adjusted if:

- A. This project is not initiated and flown within 30 calendar days, *
- B. Survey Control is received later than 5 days after photography is flown,
- C. Weather causes photography delays.

* Note: Flight planning requires a minimum two (2) day notice prior to flight date.

Accurate, Comprehensive, Timely - Value

Kenney Aerial Mapping, Inc.

Your assistance in helping us serve you is appreciated. Please contact **John Cahoon** (jcahoon@kam-az.com) should you have any questions concerning this proposal, survey control requirements or to arrange a flight schedule. **Stan Woessner** (stanw@kam-az.com) will supervise the technical and production aspects of this project.

All services and finished materials will be prepared in strict accordance with generally accepted photogrammetric standards.

If this meets with your approval, please sign below, initial any appropriate options and return the enclosed copy.

Please let me know if you have any questions regarding this proposal. We value your business.

Sincerely,

Accepted by,



John Cahoon
Kenney Aerial Mapping, Inc.

Tom Braatelian, PE
Project Engineering Consultants, LTD

January 30, 2019
Proposal No. PHX02-02562

Mr. Tom Braatelian, PE
Project Engineering Consultants
2310 West Mission Lane, Suite 4
Phoenix, Arizona 85021

Subject: Proposal to Perform Geotechnical Services
Dysart Road Sewer Pipe Bursting
Riley Drive to Corral Street
Avondale, Arizona

Dear Mr. Braatelian:

Pursuant to your request, Ninyo & Moore is pleased to submit our scope of work and cost proposal to perform geotechnical services associated with the above mentioned project in Avondale, Arizona. The following was prepared after consultation with your office and includes our scope of services, project assumptions, anticipated schedule and estimated fee.

SITE AND PROJECT DESCRIPTION

The project is located within Dysart Road from Riley Drive to Corral Street and includes the pipe bursting of an existing 10-inch diameter vitrified clay pipe and upsizing it to a 12-inch diameter high-density polyethylene pipe. The existing pipe is situated 6 to 13 feet deep. In addition, a small segment of this alignment, generally beneath the Union Pacific railroad, will be installed using traditional trenching and a jack and bore tunnel approach.

SCOPE OF SERVICES

We propose to conduct the following scope of work for this project:

- Review available geologic literature and aerial photographs of the project site.
- Conduct a visual geologic reconnaissance of the project site.
- Obtain City of Avondale permits to conduct our field work activities.
- Arrange for appropriate traffic control measures to be implemented during our field work activities.
- Arrange for an off-duty police officer to be present during our field work activities.

- Locate the lateral limits of the existing 10-inch diameter vitrified clay pipe at our exploration locations using geophysical techniques.
- Establish the test location in the field and arrange for the mark out of underground utilities through Arizona 811.
- Perform a geotechnical exploration, which will include up to seven borings using a truck-mounted, two-wheel drive drill rig. The borings will extend 10 to 15 feet deep and will be advanced using hollow-stem augers (HSAs). The holes will be backfilled with drilling soil spoils or a slurry backfill once finished and patched with asphalt cold-patch material.
- Collect soil samples in the borings at 2.5 to 5.0-foot intervals using ASTM International (ASTM) D3550 (ring-lined barrel sampling of soils) for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and samples. The ring samples will be trimmed in the field, wrapped in plastic bags, and placed in moisture-tight cylindrical plastic containers. Bulk samples will also be placed in large plastic bags. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform laboratory testing that will evaluate the on-site soils characteristics for representative soil samples. The proposed laboratory tests will include in-situ density and moisture content, gradation, Atterberg limits, and corrosivity characteristics of the subsurface soils encountered.
- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the improvements, and recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics; side slopes, shoring; bedding; backfilling; results of corrosivity analysis; the re-use of on-site soils for engineered fill and suitability/constructability of pipe bursting installation.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, truck-mounted drilling equipment and site access will be granted.
- Access permits or permission (except from where noted above) will be obtained by others.
- The work can be accomplished using HSAs.
- Some disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any permits for environmental clearance as a part of this project.

SCHEDULE

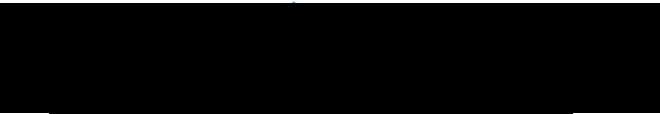
We are prepared to initiate this project immediately upon receiving your authorization-to-proceed. We anticipate issuing a report within about eight weeks from the date of authorization. Preliminary recommendations can be provided about one week after the fieldwork is done.

ESTIMATED FEE

We propose to perform the scope of work described above for an estimated fee of \$24,500 (Twenty-Four Thousand Five Hundred Fifty Dollars). The estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **PHX02-02562**

1. PROJECT ADDRESS: **Riley Drive to Corral Street, Avondale, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Services**
3. SCOPE OF STUDY: **Please refer to proposal dated January 30, 2019.**
4. FEE: **\$24,500 (Twenty-Four Thousand Five Hundred Dollars – Estimate Only)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Project Engineering Consultants**
2310 West Mission Lane, Suite 4
Phoenix, Arizona 85021
PHONE: **(602) 906-1901**
- CONTACT: **Tom Braatlien**
PHONE: **(602) 906-1901**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Project Engineering Consultants**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **PHX02-02562** dated **January 30, 2019**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Date

Steven D. Nowaczyk, PE, Managing Principal Engineer

Date

PM: SDN



Subsurface Utility Services

UNDERGROUND UTILITY SURVEYS
WE DESIGNATE AND LOCATE UNDERGROUND UTILITIES

KC Locate, LLC

25440 N. 93rd Ave Peoria, AZ 85383
(623)825-0230 MBL: (602) 702-2582
Lic# ROC 199433

Proposal/Contract

Attn: Tom Braatlien

Project Engineering Consultants, Ltd.

2310 W. Mission Lane

Suite 4

Phoenix

AZ 85021

Fax: (602) 906-3080

Bus: (602) 906-1901

Client ID: PROJ00

Issued Dated: 2/5/2019

Our TaskID: 201900034

Client Ref:

Project Name: Avondale 12 inch Sewer Dysart Rd - Riley to Corral

KC Locate LLC (hereinafter referred to as KC Locate), shall provide scope of services as requested by: Project Engineering Consultants, Ltd. (hereinafter referred to as Client). Services will be conducted in accordance with Attachment A, KC Locate's standard terms and conditions, unless otherwise expressly noted, in writing, prior to the execution of this contract.

SCOPE Provide Subsurface Utility Location services to determine horizontal and vertical
OF underground utility positions.

SERVICES:

COMPENSATION: KC Locate agrees to perform the above Scope of Services for consideration of:

Task Total: \$15,660.00

Estimated for 10 potholes at \$1566.00 per hole. (4 hole minimum per day) Survey W/CAD. To start the process please respond by signing the proposal, terms & conditions to be sent back.

ADDITIONAL COST EXCEPTIONS / INCLUSIONS as noted and Provided By:	* City/County/DOT encroachment permits.....	INCLUDED
	* Special 'Inspection' Bonding by City/County/DOT.....	N/A
	* Pre-marking utility survey area; as required by state law.....	INCLUDED
	* Notification of One-Call Service, (USA, DigAlert, Blue Stake).....	INCLUDED
	* Special Traffic Control, plans, barricading and signs.....	INCLUDED
	* Daily mobilization and demobilization.....	INCLUDED
	* Daily Per-Diem (2man crew) if necessary.....	\$140/day

SCHEDULE: KC Locate shall commence work upon receipt of this executed contract with services estimated to start on: _____ and be completed by: _____

This proposal and its provisions will expire after: **6/15/2019**

APPROVALS:

For KC Locate:

Printed: Kenneth Cole
Title: President
Date: 2/5/2019

For Client:

Printed:
Title:
Date:

...To engage our services, please sign above and return copy with original signature to address below.

ARIZONA Subsurface Utility Engineering Proposal

Proposal Prepared For:

Company Name: Project Engineering Consultants Inc.
Company Address: 2310 W. Mission Lane Ste. 4
Phoenix, AZ 85021
Point of Contact: Tom Braatelen
Phone Number: 602-968-1901 ext 29
Email: tbraatelen@pec.us.com

Date of Proposal: 2/8/2019
Project Name: Dysart Rd
Project Address: Dysart Rd. and UPRR
Project Start Date:
AZTEC Project No.:
Client Project No.:

Utility Investigation - Scope of Work

Item Description	Unit	Unit Cost	Qty	Estimated Amount
Project Management/Coordination (As-Builts, Meetings, etc)	per hour	\$150.00	8	\$1,200.00
Potholes in an Unpaved Surface (depth of 7 feet or less)	per hole	\$550.00	2	\$1,100.00
Potholes in an AC Paved Surface (depth of 7 feet or less)	per hole	\$600.00	4	\$2,400.00
Additional Cost for Potholes in any Surface Over 7 feet in depth	per foot	\$25.00	30	\$750.00
Survey Pothole Location	each	\$50.00	6	\$300.00
Dispose of Pothole Waste	per day	\$35.00	1	\$35.00
Permits (at Cost)	each	\$4,500.00	1	\$4,500.00
Subconsultant - TRAFFIC CONTROL (Cost + 10%)	per day	\$550.00	2	\$1,100.00

Total Cost: \$11,385.00

All Services will Include (when applicable):

1. For Designating and Potholing - Contacting Arizona 811 (Blue Stake)
2. For Potholing - Providing Surveyed X, Y, Z coordinates to the top of the Utility
3. For Potholing - A "Testhole Data Summary" with "Testhole Data Reports"

Special Considerations (when applicable):

Any costs incurred by AZTEC, related to traffic control, restoration, or special requirements will be passed on to client at cost plus 10%. Any permitting costs will be passed on to client at cost.

We appreciate the opportunity to submit this proposal and look forward to working with you on the project.
Please note that this "Quote" is valid for 90 days from the proposal date and is contingent upon review of the project plans.
Variable project conditions may result in additional costs.

Respectfully Submitted,
AZTEC Engineering Group, Inc.

David Harmon

SUE Group Manager

Approved and Accepted:

Signed:

Printed Name:

Date:



AZTEC Engineering Group, Inc.
4561 East McDowell Road Phoenix, Arizona 85008
Phone: 602-454-0402 Fax: 602-454-0403

Scope of work
Project Engineering Consultants
Sewer Replacement at
Dysart Rd. and UPRR.

Utility Services

1.0 Potholing

AZTEC Engineering Group, Inc. will pothole all facilities determined to be in potential conflict with the project. This excavation will be performed using a non-destructive method consisting of high-pressure air and/or water and vacuum extraction.

2.0 Restoration

Unless otherwise required AZTEC will restore excavated location, using mechanically compacted native materials and UPM permanent cold patch asphalt.

3.0 Permitting

AZTEC will acquire all appropriate permits. The cost will be passed along to the client.

4.0 Survey

Aztec will provide survey to collect the northing, easting, and elevation of each pothole location using Arizona's state plain coordinate system or a site-specific coordinate system the client provides. Stations and offset information can also be provided upon request. All this information will be signed and sealed by an Arizona Registered Land Surveyor.

5.0 Reporting

The information gathered will be provided in the form of individual test hole reports accompanied by a summary of the data for the entire project. Each report will include a snap shot from the provided plan set or exhibit of the location of the hole, a photograph, the size, type, ownership, and the holes surveyed location/elevation. (a sample form is attached)

6.0 Traffic Control

AZTEC assumes that the client will provide traffic control for the proposed construction area. AZTEC is able to provide traffic control using Road Safe Traffic Systems as a sub-contractor. All costs incurred for traffic control will be passed through to client with a 10% mark up.

7.0 Additional requirements

AZTEC will provide, upon request, additional services and materials that may be required to complete the work to the owner's requirements. These can include slurry backfill for excavation sites, replacement of asphalt in kind, or replace of concrete panels

where excavations are located in driveways or sidewalks. All costs associated with these items will be treated as pass through items to the client.

8.0 Cost Estimate

See attached Cost Proposals, one for each potential alignment of the utility corridor.



Western Environmental Equipment Company
14455 N. 79th Street, Suite A
Scottsdale, AZ 85260

-Manufacturers Representatives for the Water and Wastewater Industries

Quotation # 6086
Wednesday, January 30, 2019

Tom Braatelian
PEC - Avondale 4th Ave. Flow Study

Item	Qty	Description (Part Number)	Unit Price	Ext. Price
1)	1	(2 WEEK LEASE) of Teledyne ISCO Model 2150 Area Velocity Flow meter including batteries.	\$734.00	\$734.00
2)	1	(2 WEEK LEASE) of 15" street level spring ring	\$100.00	\$100.00
3)	1	Flow meter preparation, programing and installation using street level installation tool.	\$750.00	\$750.00
4)	1	Retrieval of flow meter, cleaning of equipment, download data and produce data reports. Data reports include: - Daily graphs of flow data with totals - All data collected in .csv format for importation into EXCEL spreadsheet.	\$750.00	\$750.00
		Freight		NA
		Total		\$2,334.00

Clarifications:

1. Data will be collected at 2- minute intervals
2. Data will be collected for 10 days. Thursday to Monday.
3. Pricing does not include any traffic control -don't believe it will be required.
4. Pricing assumes street level installation, does not include confined space entry

Delivery: 2 weeks upon receipt of purchase order

Terms: Net 30 days. Invoice to be issued on date of installation.

Please make purchase orders out to:

Western Environmental Equipment Co.
14455 N 79th St., Suite A
Scottsdale, AZ 85260

Validity: 30 Days



Baatelien, Tom <tbaatelien@pec.us.com>

RE: City of Avondale Sewer Repair Design Projects PW 19-014

1 message

Chisholm, Eileen <eileen.chisholm@ctt.com>
To: "Baatelien, Tom" <tbaatelien@pec.us.com>
Cc: "Klein, Maida" <KleinM@ctt.com>

Wed, Feb 20, 2019 at 3:50 PM

Hello Tom,

It was very nice speaking with you as well.

As discussed, the cost of our condition of title reports is \$557 for the first APN included in the report, and \$100 for each additional APN in the same report. Assuming 3 APNs per report, the cost for each would be \$757.

Please let us know if you would like us to proceed. If you have any questions, please let us know.

Thanks very much, Tom.

Eileen Chisholm

Out of County Services

Chicago Title Maricopa County

6710 N. Scottsdale Rd., Suite 100

Scottsdale, AZ 85253

O: (602) 667-1010 | F: (480) 483-5930

Eileen.Chisholm@ctt.com

From: Baatelien, Tom <tbaatelien@pec.us.com>
Sent: Wednesday, February 20, 2019 3:44 PM
To: AZ-CTI-MARICOPA 349 <aztitleonly@ctt.com>
Subject: City of Avondale Sewer Repair Design Projects PW 19-014

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Hello Eileen,

It was a pleasure speaking with you just now.

As discussed, we hereby request a proposal from you to provide 2 Condition of Title Reports.

One report for the Project 1 at Dysart Road near UPRR and another report for Project 2 at 4th Avenue near the UPRR.

There may be more than 1 parcel/APN in each report. Let's assume 3 parcels/APN per report.

If you are interested, please provide your proposal to us by COB Friday 2/22/19.

2/20/2019

Project Engineering Consultants, Ltd. Mail - RE: City of Avondale Sewer Repair Design Projects PW 19-014

An email will suffice.

Thank you.

Tom Braatlien, PE

Office Manager

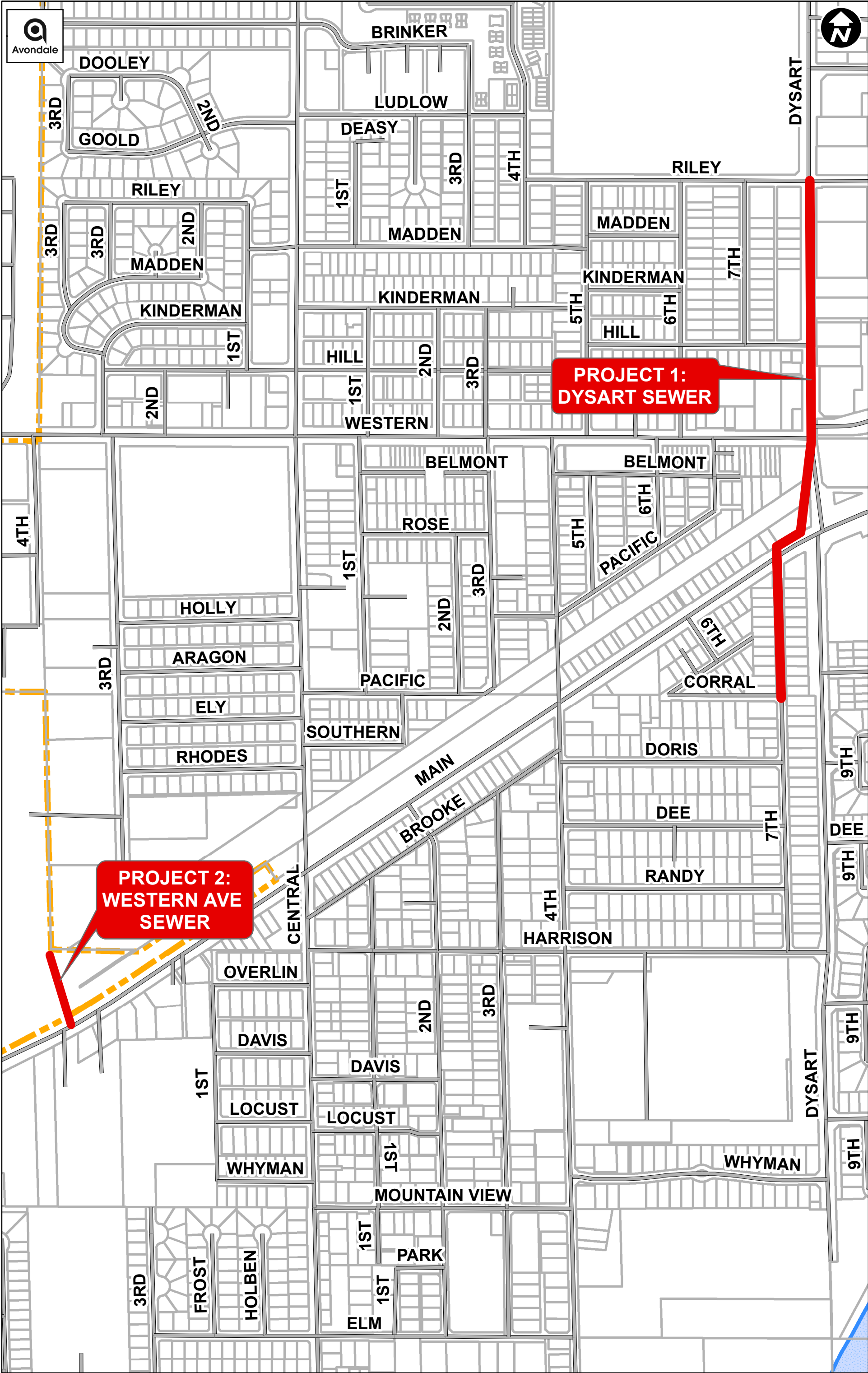
Project Engineering Consultants, Ltd.
[2310 W. Mission Lane Suite 4](#)
[Phoenix, Arizona 85021](#)
Office: (602) 906-1901 Extension 29
Mobile: (602) 708-0157

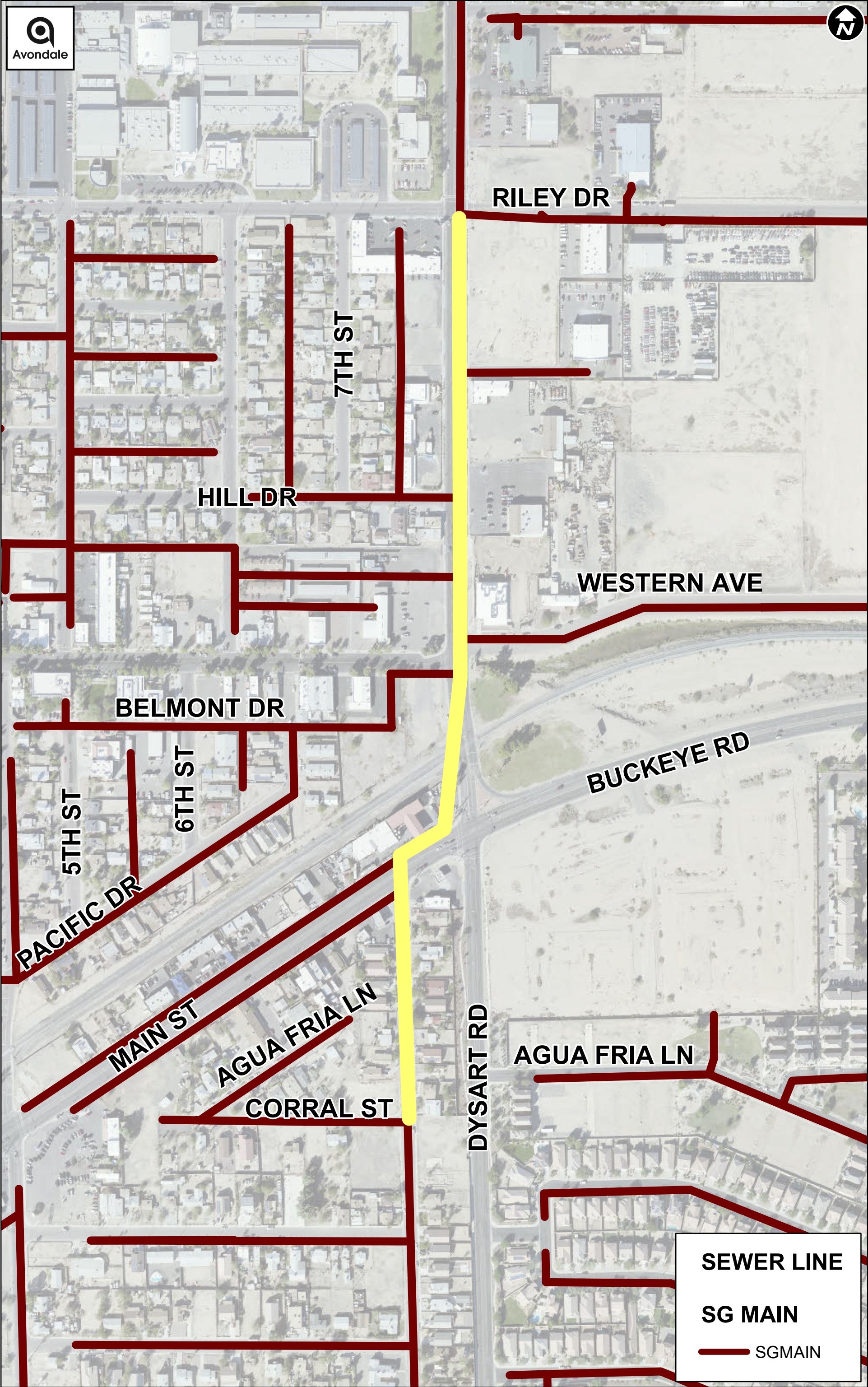


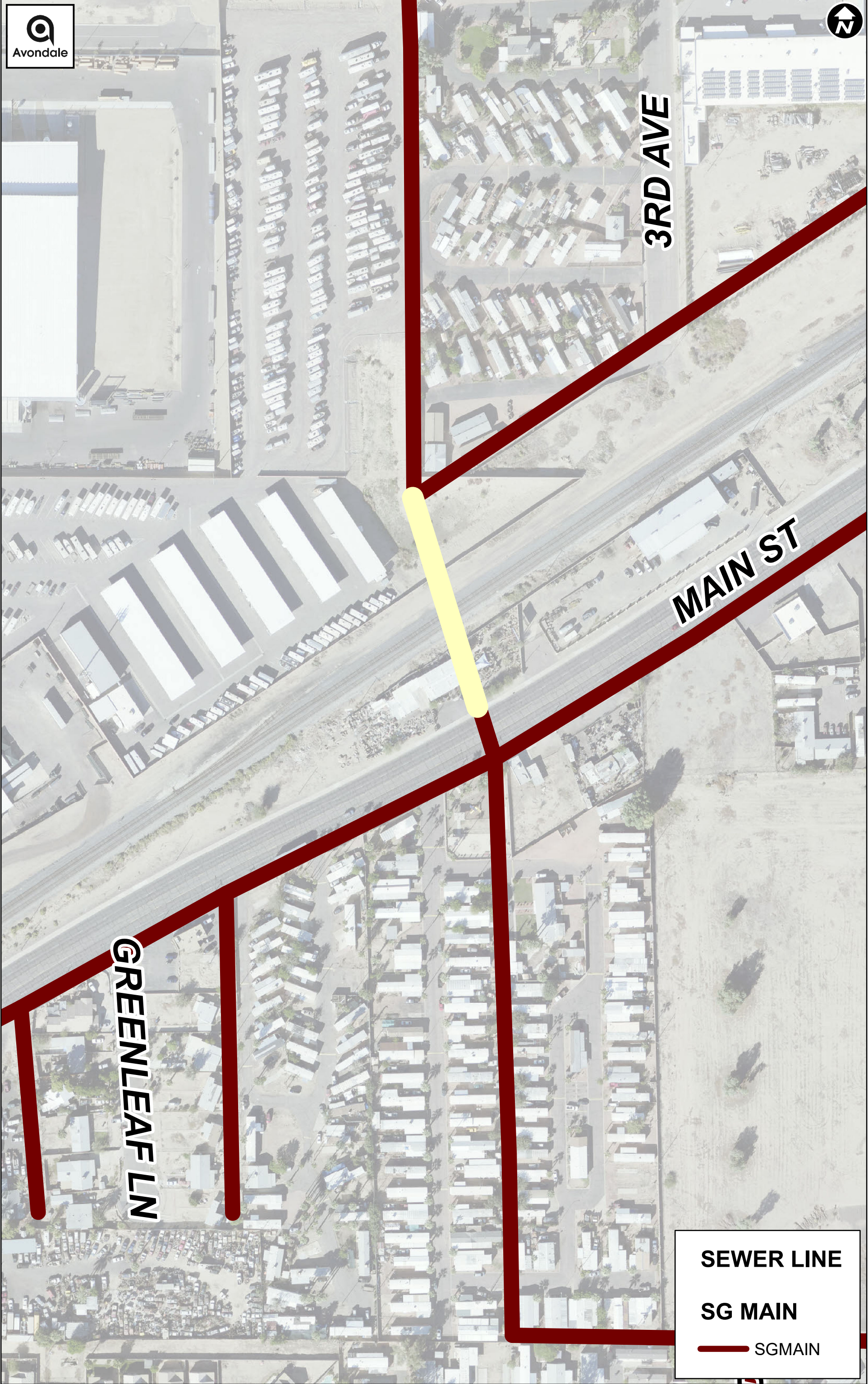
The content of this email (including attachments) is the confidential property of Project Engineering Consultants, Ltd. (PEC) and should not be copied, modified, re-transmitted, or used for any purpose except with PEC's authorization. If you are not the intended recipient, please delete all copies.

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

City of Avondale









CITY COUNCIL REPORT

SUBJECT: Purchase and Services Agreement - Capital Pump and Equipment, LLC - Vaughan pumps, parts and services

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Purchase and Services Agreement with Capital Pump and Equipment, LLC to provide Vaughan brand pumps, parts and related services in an annual amount not to exceed \$75,000 and a maximum aggregate amount not to exceed \$375,000 over the term of the contract and authorize the Mayor or, City and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City's Wastewater collection and Water Reclamation Facility have numerous specialized pumps in operation that require replacement, repair and maintenance to ensure they operate at their optimum level. The City conducted research on various specialized wastewater submersible pumps and has determined that the Vaughan brand of pumps best meets our operational needs. Installing one brand of pump creates consistency and results in a more efficient operation of the wastewater system. Additionally, staff will only need to be trained on the operation, maintenance and repair specifications of one pump type and only one line of parts will need to be stocked for maintenance and repair.

DISCUSSION:

Obtaining Vaughan pumps, parts, related appurtenances through a competitive process is not an option, as Capital Pump and Equipment, LLC is the sole authorized representative in the State of Arizona for Vaughan Company pumps. Therefore, pursuant to Section 13.2 Competition Impractical Determination of the City's Procurement Policy, the City seeks to enter into this Purchase and Services agreement with Capital Pump and Equipment, LLC. This is an indefinite quantity and delivery agreement for goods and services. Materials and services will only be provided when a need has been identified and proper authorization and documentation have been provided.

BUDGET IMPACT:

Purchases associated with this agreement are typically charged to the following budget line items and are subject to annual budget authority:

Wastewater Collection

503-9200-00-6780, R&M Wastewater Collection

503-9200-00-8620, Sewer System Improvement/Major Maintenance

Water Reclamation Facility

503-9230-00-6770, R&M Wastewater Treatment Plant

503-9230-00-7491, Water Reclamation Facility Supplies

RECOMMENDATION:

Staff recommends that the City Council approve a Purchase and Services Agreement with Capital Pump and Equipment, LLC to provide Vaughan brand pumps, parts and related services in an annual amount not to exceed \$75,000 and a maximum aggregate amount not to exceed \$375,000 over the term of the contract and authorize the Mayor or, City and City Clerk to execute the necessary documents.

**PURCHASE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAPITAL PUMP AND EQUIPMENT, LLC**

THIS PURCHASE AND SERVICES AGREEMENT (this “Agreement”) is entered into as of April 8, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Capital Pump and Equipment, LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. The City is in need of a Contractor who can sell, and provide service for, Vaughan brand pumps, spare parts and related appurtenances (the “Materials and Services”).

B. The City conducted research on various pumps and has determined that the Vaughan brand of pumps meets operational needs. A competitive solicitation is not practical for pumps due to the operational impact of having to manage several manufacturer parts and service contracts. The Contractor is the manufacturer’s sole authorized representative in the State of Arizona.

C. Pursuant to Section 13.2 of the City’s Procurement Policy, the City and the Contractor desire to enter into this Agreement for the purposes of (i) establishing the terms and conditions by which the Contractor may provide the Materials and Services to the City, as more particularly set forth in Section 2 below on an “as required” basis, and (ii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 City and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 7, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional

one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services. The City does not guarantee any minimum or maximum amount of purchases will be made pursuant to this Agreement. Materials and Services shall only be provided when the City identifies a need and proper authorization and documentation have been approved.

2.1 Materials Order. For purchase(s) of Materials determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, purchase order or other form of written agreement (including a printed electronic copy of such agreement) between the parties describing the Materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit A and incorporated herein by reference. A Materials Order submitted without referencing this Agreement will be subject to rejection.

2.2 Services Task Order. For project(s) relating to the Services determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a "Task Order"). Each Task Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the City for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit B and incorporated herein by reference.

2.3 Unauthorized Conditions. By signing this Agreement, Contractor acknowledges and agrees that any Material Order or Task Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Materials Order, Task Order or invoice containing any such Unauthorized Conditions or

failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.4 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.5 Cancellation. The City reserves the right to cancel a Materials Order or a Task Order within a reasonable period of time after issuance. Should a Materials Order or a Task Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Materials Order or the Task Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of a Materials Order or a Task Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount an amount not to exceed \$75,000 for Materials and Services at the unit rates set forth in each Materials Order or Task Order and in accordance with the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$375,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, 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 cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its

agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

12. Termination; Cancellation.

12.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above and in Exhibits A and B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

13.4 Amendments. 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 Contractor.

13.5 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.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall 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 shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
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With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: Capital Pump and Equipment, LLC
9229 South Hardy Drive
Tempe, Arizona 85248
Attn: Dave Martz
sales@cpepumps.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this

Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

CAPITAL PUMP AND EQUIPMENT, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of CAPITAL PUMP AND
EQUIPMENT, LLC, an Arizona corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PURCHASE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAPITAL PUMP AND EQUIPMENT, LLC

[Materials Order(s)]

See following pages (to be attached subsequent to execution).

EXHIBIT B
TO
PURCHASE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAPITAL PUMP AND EQUIPMENT, LLC

[Task Order(s)]

See following pages (to be attached subsequent to execution).

EXHIBIT C
TO
PURCHASE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CAPITAL PUMP AND EQUIPMENT, LLC

[Fee Proposal]

See following page.



Capital Pump & Equipment

RENTAL — SALES — SERVICE

9229 S Hardy Drive Tempe, AZ 85248
Ph: 480-626-5257 Email: Sales@cpepumps.com

February 5, 2019

Mike Yracheta
City of Avondale

Mike,

Here's the pricing you requested.

Published Price List Number	N/A
Date of issue	N/A
Manufacturer	Vaughan Company
Discount percentage (new pumps)	0%
Discount percentage (new parts only)	0%
Manufacturer/catalog/distributor name	
Manufacturer/catalog/distributor website	
Additional services	\$80.00/hour
On-site hourly labor rate	\$80.00/hour
On-site hourly labor rate after normal work hours	\$120.00/hour
On-site hourly labor rate for emergency work hours	\$140.00/hour
Shop hourly labor rate	\$80.00/hour
Shop hourly labor rate after normal business hours	\$120.00/hour
Shop hourly labor rate for emergency work hours	\$140.00/hour

Any additional rebates, specials, returns or product discounts offered by Vaughan Company or Capital Pump & Equipment will be applied whenever available.

Please let us know if you have any questions or need any additional information.

Thanks,



Dave Martz
Sales



CITY COUNCIL REPORT

SUBJECT: Second Amendment to the Design-Build Agreement #14805C with Haydon Building Corp for Festival Fields Phase II

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Kirk Haines, Parks and Recreation Director, (623) 333-2411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a budget amendment utilizing appropriation authority from the improvement district line item in the amount of \$9,000,000 with funding from the general obligation bonds and general fund savings for the full scope of work on Festival Fields project costs and approve the Second Amendment to the Design-Build Agreement #14805C with Haydon Building Corp. to establish the Guaranteed Maximum Price No. 2 for the Festival Fields Phase II Design-Build Project in the amount of \$9,250,352 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2016, the city hired J2 Engineering and Environmental Design, LLC to lead a public input process, develop conceptual design alternatives and provide cost estimates for each alternative. A final conceptual park plan was completed and approved by Council in July 2017.

In accordance with the City's Procurement Policy, the City published a Request for Qualifications in December 2017 for the design and construction of Festival Fields Phase II. The City received three responsive proposals that were evaluated by a panel of city staff, a contractor, and a Deputy Director from the City of Glendale. Haydon Building Corp. (Haydon) was selected as the most qualified firm to provide design-build services for this project. City Council approved the Pre-Construction services Agreement on May 7, 2018.

On December 3, 2018, City Council approved the first amendment to the Design-Build Agreement, authorizing Phase I construction activity to begin. The goal of the first amendment was to begin early portions of construction activity, which included site grading, lake and well construction, underground utilities including site electrical, sewer systems, water supply and primary irrigation. The ground breaking ceremony was held on January 9, 2019 identifying the official beginning of construction of the site.

Since that date, Haydon has been making excellent progress to keep the project on schedule for a grand opening by late 2019 or early 2020. Excavation of the lake is complete and the drilling and establishment of the well is underway. A 420 linear foot retaining wall is nearly complete providing protection of the drainage way that is managed and controlled by the Flood Control District of Maricopa County. This wall also provides

for additional park expansion to accommodate the park road and amenities around the eastern edge of the lake. In order to remain on schedule with the project, this next amendment will guarantee a finished project for a fixed price.

DISCUSSION:

Since early December and while Phase I construction activity was progressing, the Haydon team has been working on developing the final set of construction drawings in preparation for a Building Permit. Extensive site details were discussed and developed to insure a high-quality park design coupled with a park plan that can be properly managed and maintained once it is complete. The drawings were approved in March, and Haydon has been seeking bids from various subcontractors to perform various facets of work in a competitive bidding process.

This second Guaranteed Maximum Price contract includes most of the above ground park amenities including:

- two public restroom areas
- two lighted youth sports fields with spectator areas
- skate park and pump track area
- outdoor exercise stations
- basketball courts
- pickleball courts
- multiuse field
- two centralized playground areas for all ages
- 7-20'x20' picnic ramadas
- 1- 20'x40' picnic ramada at the splash pad
- 1- 40'x80' pavilion that will seat 200+ people
- off-leash dog area
- splash pad
- 2 youth baseball fields

The total project investment for Festival Fields Phase II is \$19M. Approximately \$1.1M was used for the park design, \$17.5M for park construction, and \$400,000 for miscellaneous soft costs and project contingency. Phase I construction is on schedule as planned. By awarding the Second Amendment to Haydon contract, Phase II construction activity will commence with a projected completion by December 2019.

Because Haydon Building Corp. is able to accelerate the construction schedule, there is need to conduct a budget amendment, which will transfer appropriation authority from improvement districts to the Festival Fields project in order to approve the requested Second Amendment to the Haydon Design Build contract. The improvement districts line item was set aside for bonding authority for a potential drainage project which is not needed this fiscal year. The project will be reassessed and included in future budgets as warranted.

BUDGET IMPACT:

A budget amendment in the amount of \$9,000,000 is requested utilizing appropriation authority from the \$40,000,000 improvement district line to be moved to the Festival Fields Capital project account. The expenditure authority from the improvement district will be supported by both general obligation bonds planned for sale this spring and general fund savings identified at the end of the prior fiscal year. Authority is needed to award the second amendment to the Haydon Building Corp. Design Build contract approving the second guaranteed maximum price in the amount of \$9,250,352.

The total project cost for Festival Fields is \$19,000,000. \$10,000,000 was appropriated by Council for Festival

Fields in the Fiscal Year 2018-19 budget approval. The requested \$9,000,000 budget amendment will fully fund the remaining project balance and keep the project on schedule.

RECOMMENDATION:

Staff is recommending a budget amendment utilizing authority from improvement districts in the amount of \$9,000,000 to fund the full scope of work for Festival Fields project costs.

Staff is recommending that City Council approve the Second Amendment to the Design-Build Agreement #14805C with Haydon Building Corp. to establish the Guaranteed Maximum Price No. 2 for the Festival Fields Phase II Design-Build Project in the amount of \$9,250,352 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**SECOND AMENDMENT
TO
DESIGN – BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.**

THIS SECOND AMENDMENT TO DESIGN – BUILD AGREEMENT (this “Second Amendment”) is made as of April 8, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Haydon Building Corp., an Arizona corporation (the “Contractor”).

RECITALS

A. The City and the Contractor entered into that certain Design - Build Agreement, No. 14805C dated May 7, 2018 (the “Original Agreement”), for complete design and construction services related to the Phase 2 expansion of Festival Fields, located at 101 East Lower Buckeye Road, Avondale, Arizona, and other items as deemed necessary by the City (the “Project”).

B. Pursuant to subsection 1.2 of the Agreement, (i) the City may request that the Contractor submit one or more GMP Proposals for construction of the Project and (ii) the City and the Contractor may agree upon a guaranteed maximum price for the Work required for construction of the portion of the Project included within each GMP Proposal. Accordingly, the City and the Contractor entered into the First Amendment to Design-Build Agreement dated December 3, 2018 (the “First Amendment”), relating to Infrastructure Work and the agreed-upon guaranteed maximum price. The Original Agreement and the First Amendment are collectively referred to as the “Agreement.” Unless otherwise set forth herein, all capitalized terms used in this Second Amendment shall have the meanings ascribed to them in the Agreement.

C. The City has requested that the Contractor submit the GMP Proposal relating to (i) construction of the parking areas, maintenance yard, various play areas, structures and facilities, (ii) installation of the splash pad, ramadas, equipment and amenities and (iii) completion of all electrical, miscellaneous and remaining site work (the “Project Completion Proposal”).

D. The Contractor has submitted, and the City has approved, the Project Completion Proposal. The City and the Contractor desire to establish the guaranteed maximum price for the construction Work related to the Project Completion Proposal (the “Project Completion Work”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, the City and the Contractor hereby agree as follows:

1. GMP Established. The Contractor's guaranteed maximum price for the Project Completion Work (the "Project Completion GMP"), including the applicable portion of the Cost of the Work as defined in Subsection 3.3(B) of the Agreement and the applicable portion of the Construction Fee as set forth in Subsection 3.4 of the Agreement, but specifically not including the Pre-Construction Phase Fee set forth in subsection 3.3 of the Agreement, is hereby agreed to be \$9,250,352.00. The Project Completion GMP is the total compensation from the City to the Contractor for its fee for the performance of the Project Completion Work in accordance with Contract Documents and pursuant to any of the following documents, as applicable:

A. Detailed Scope. A detailed scope of services for the Project Completion Work is attached hereto as Exhibit 1 and incorporated herein by reference.

B. Documents. A list of the Construction Documents, including all addenda that were used in preparation of the Project Completion Proposal, is attached hereto as Exhibit 2 and incorporated herein by reference.

C. Allowances. A list of allowances related to the Project Completion Work and a statement of their basis is attached hereto as part of Exhibit 1.

D. Assumptions and Clarifications. A list of the clarifications made by the Contractor in the preparation of the Project Completion Proposal to supplement the information contained in the Construction Documents is attached hereto as Exhibit 3 and incorporated herein by reference. No assumptions were listed.

E. Substantial Completion. The Substantial Completion date upon which this Project Completion Proposal is based, and the Master Schedule for the Work upon which the Substantial Completion date is based, is attached hereto as Exhibit 4 and incorporated herein by reference. No rain delay days were included within the Master Schedule.

F. Alternate Prices. A schedule of applicable alternate prices is attached hereto as part of Exhibit 3.

G. Unit Prices. A schedule of applicable unit prices is attached hereto as part of Exhibit 1.

H. Additional Services. No Additional Services are included.

I. Acceptance Period. There is no time limit stated for acceptance of the Project Completion Proposal.

2. Exhibits to Existing Agreement. The following exhibit is hereby approved as attached hereto and is hereby incorporated into the Original Agreement by reference:

Exhibit D – Master Schedule.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

5. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

HAYDON BUILDING CORP.
an Arizona corporation

By: _____

Name: Fritz Behrhorst

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of HAYDON BUILDING CORP.,
an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to
be the person who he/she claims to be, and acknowledged that he/she signed the above document
on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
DESIGN – BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Scope of Services]

See following pages.

Avondale Festival Fields Park
GMP1 - 100% CD and GMP 2 - 95%

Total Park site area

1,432,650 sf

33 ac

Inc existing field and north parking

Total Graded area Ph

1,246,393 sf

**HAYDON**

Description	Quantity	Un	Unit Cost	Subtotal	Marked Up Total	In/Out	Phase Total
100% CD GMP1 Reconciled							
General							
Well Testing Reconciled	1	ls	\$ 42,900.00	\$ 42,900	\$ 54,409	1	\$ 54,409
Additional Survey not captured in GMP 1	1	ls	\$ 13,525.00	\$ 13,525	\$ 17,154	1	\$ 17,154
Infrastructure Work - Reconciled Scope that was moved to GMP 1							
Storm Pipe 18" Dia RGRCP, CL V	46.00	LF	\$ 90.00	\$4,140	\$5,251	1	\$5,251
Storm Pipe 24" Dia RGRCP, CL V	205.00	LF	\$ 115.00	\$23,575	\$29,900	1	\$29,900
Headwall Per MAG Std Dtl 501-1 U TYPE	(1.00)	EA	\$ 5,000.00	(\$5,000)	(\$6,341)	1	(\$6,341)
Catch Basin Per MAG Std Dtl 535	2.00	EA	\$ 7,300.00	\$14,600	\$18,517	1	\$18,517
Catch Basin Per COA Std Dtl A1533	(1.00)	EA	\$ 7,500.00	(\$7,500)	(\$9,512)	1	(\$9,512)
Gabion Basket Retaining Wall	1.00	LS	\$ 73,537.00	\$73,537	\$93,266	1	\$93,266
ABC	24.00	TN	\$ 30.00	\$720	\$913	1	\$913
7" Concrete Paving	(1579.00)	SF	\$ 8.25	(\$13,027)	(\$16,522)	1	(\$16,522)
5.5" Concrete Paving	(944.00)	SF	\$ 7.25	(\$6,844)	(\$8,680)	1	(\$8,680)
4" Concrete Paving	561.00	SF	\$ 6.25	\$3,506	\$4,447	1	\$4,447
Curb & Gutter Per MAG Std Dtl 220-1 TY A	(665.00)	LF	\$ 17.00	(\$11,305)	(\$14,338)	1	(\$14,338)
Roll Curb Per MAG Std Dtl 220-1 TY C	(92.00)	LF	\$ 29.00	(\$2,668)	(\$3,384)	1	(\$3,384)
Curb Termination Per MAG Std Dtl 222	(2.00)	EA	\$ 500.00	(\$1,000)	(\$1,268)	1	(\$1,268)
Curb Transition	(1.00)	EA	\$ 400.00	(\$400)	(\$507)	1	(\$507)
Drainage Curb Opening Per Detail on Sht FG-XXX	(1.00)	EA	\$ 107.00	(\$107)	(\$136)	1	(\$136)
12" Concrete Header	375.00	LF	\$ 18.00	\$6,750	\$8,561	1	\$8,561
6" Concrete Header	(13.00)	LF	\$ 17.25	(\$224)	(\$284)	1	(\$284)
Containment Header	(362.00)	LF	\$ 17.50	(\$6,335)	(\$8,035)	1	(\$8,035)
Lake Edge at Hardscape	(139.00)	LF	\$ 33.25	(\$4,622)	(\$5,862)	1	(\$5,862)
Subtotal				\$ 124,222	\$ 157,548		\$ 157,548
Grading and Site Prep - Not Capture in GMP 1							
Remove Existing Asphalt Pavement & Sawcut	41	SY	\$ 9.00	\$ 369	\$ 468	1	\$ 468
Water - Not included or deleted from GMP 1							
8" DIP, CL350 Water Main	(482)	LF	\$ 72.00	(\$34,704)	(\$44,014)	1	(\$44,014)
8" Gate Valve, Box & Cover, Per City Std Dtl A1391	(1)	EA	\$ 2,700.00	(\$2,700)	(\$3,424)	1	(\$3,424)
Curb Stop w/Flushing Pipe MAG 390 TY B	(1)	EA	\$ 1,725.00	(\$1,725)	(\$2,188)	1	(\$2,188)
2" Water Service, PVC Sch 80 w/Meter & 2" Backflow	4	EA	\$ 4,500.00	\$ 18,000	\$ 22,829	1	\$ 22,829
6" DIP CL350 Water Main	(2)	EA	\$ 90.00	(\$180)	(\$228)	1	(\$228)
1" PVC SCH 80 Water Line w/ Coupler	694	LF	\$ 14.50	\$ 10,063	\$ 12,763	1	\$ 12,763
1.5" PVC SCH 80 Water Line w/ Coupler	(524)	LF	\$ 22.00	(\$11,528)	(\$14,621)	1	(\$14,621)
2" PVC SCH 80 Water Sleeve	354	LF	\$ 2.25	\$ 797	\$ 1,010	1	\$ 1,010
3" PVC SCH 80 Water Sleeve	108	LF	\$ 9.00	\$ 972	\$ 1,233	1	\$ 1,233
3" PVC SCH 80 Water Line	(28)	LF	\$ 58.00	(\$1,624)	(\$2,060)	1	(\$2,060)
3.5" PVC SCH 80 Water Line	28	LF	\$ 65.00	\$ 1,820	\$ 2,308	1	\$ 2,308
Isolation Ball Valves, Dtl 12 SHT IR-303	1	EA	\$ 450.00	\$ 450	\$ 571	1	\$ 571
1" Water Service, PVC Sch 80 w/Meter & 1" Backflow	4	EA	\$ 4,000.00	\$ 16,000	\$ 20,293	1	\$ 20,293
Install 1" Backflow Per COA Std Dtl A1325	4	EA	\$ 6,000.00	\$ 24,000	\$ 30,439	1	\$ 30,439
Relocate Existing 2" BFPA COA Std Dtl A1326 (New)	1	EA	\$ 7,000.00	\$ 7,000	\$ 8,878	1	\$ 8,878
1" ARV Per COA Detail A1320-1 (New)	2	EA	\$ 4,400.00	\$ 8,800	\$ 11,161	1	\$ 11,161
Install 1" Copper Pipe for Future Restroom	(1)	EA	\$ 28.00	(\$28)	(\$36)	1	(\$36)
Concrete Encasement MAG STD DTL 404-3 (New)	5	EA	\$ 3,000.00	\$ 15,000	\$ 19,024	1	\$ 19,024
12" Diameter PVC SDR-35 (New)	52	EA	\$ 110.00	\$ 5,720	\$ 7,255	1	\$ 7,255
Sewer							
Cleanout with Meter Box Per MAG Std Dtl 440-3	(1)	EA	\$ 1,000.00	(\$1,000)	(\$1,268)	1	(\$1,268)
2" Dia Force Main PVC SCH 80	3	LF	\$ 72.00	\$ 216	\$ 274	1	\$ 274
Concrete Encasement MAG STD DTL 404-3	1	EA	\$ 3,000.00	\$ 3,000	\$ 3,805	1	\$ 3,805
Storm							
Drywell reconciliation cost not covered in GMP 1	1	ls	\$ 21,663.00	\$ 21,663	\$ 27,475	1	\$ 27,475
Electrical							
GMP1 Reconciliation of Site Lighting, Power, and Conduit	(1)	ls	\$ 434,690.00	(\$434,690)	(\$551,310)	1	(\$551,310)
GMP1 Reconciliation - Panel Feeder Reduction from SES to Panel PH	1	ls	\$ 9,866.00	\$ 9,866	\$ 12,513	1	\$ 12,513
Landscape							
Irrigation reconciliation from GMP 1	(1)	ls	\$ 2,945.00	(\$2,945)	(\$3,735)	1	(\$3,735)
Subtotal				\$ (347,389)	\$ (440,587)		\$ (440,587)
GMP 1 Reconciliation Subtotal				\$ (223,167)	\$ (283,039)		\$ (283,039)
95% CD GMP 2							
General Conditions - GMP 2 Scope	1	ls	\$ 394,202.89	\$ 394,203	\$ 499,961	1	\$ 499,961
Subtotal				\$ 394,203	\$ 499,961		\$ 499,961
Spine Road							
Landscape	1	ls	\$ 45,168.00	\$ 45,168	\$ 57,286	1	\$ 57,286
Finish Grade	44,863	sf	\$ 0.05	\$ 2,243	\$ 2,845	1	\$ 2,845
Asphalt Pavement Sect (2.5" AC - MAG D 1/2")	2,904	SY	\$ 13.75	\$ 39,930	\$ 50,643	1	\$ 50,643
Speed Table	718	SF	\$ 2.50	\$ 1,795	\$ 2,277	1	\$ 2,277
Subgrade Prep for Pavement (FG)	2,904	SY	\$ 1.75	\$ 5,082	\$ 6,445	1	\$ 6,445
ABC	1,310	TN	\$ 30.00	\$ 39,300	\$ 49,844	1	\$ 49,844
7" Concrete Paving	719	SF	\$ 8.25	\$ 5,932	\$ 7,523	1	\$ 7,523
Curb & Gutter Per MAG Std Dtl 220-1 TY A	1,516	LF	\$ 17.00	\$ 25,772	\$ 32,686	1	\$ 32,686
Single Curb Per MAG Std Dtl 222 TY A	40	LF	\$ 16.25	\$ 650	\$ 824	1	\$ 824
Curb Transition	1	EA	\$ 500.00	\$ 500	\$ 634	1	\$ 634
Dumped Riprap with Fabric D50=12", T=24" at Aqua Fria River	1,090	CY	\$ 100.00	\$ 109,000	\$ 138,243	1	\$ 138,243
Electrical and Lighting	1	ls	\$ 17,608.00	\$ 17,608	\$ 22,332	1	\$ 22,332
Subtotal				\$ 292,980	\$ 371,581		\$ 371,581

Avondale Festival Fields Park
GMP1 - 100% CD and GMP 2 - 95%

Total Park site area

1,432,650 sf
33 ac

Inc existing field and north parking

Total Graded area Ph

1,246,393 sf

**HAYDON**

Description	Quantity	Un	Unit Cost	Subtotal	Marked Up Total	In/Out	Phase Total
North Parking - expansion off of Existing Parking							
Striping and Signage	1	ls	\$ 8,102.01	\$ 8,102	\$ 10,276	1	\$ 10,276
Landscape	1	ls	\$ 52,646.00	\$ 52,646	\$ 66,770	1	\$ 66,770
Finish Grade	119,455	sf	\$ 0.05	\$ 5,973	\$ 7,575	1	\$ 7,575
Asphalt Pavement Sect (2.5" AC - MAG D 1/2")	2,584	SY	\$ 13.75	\$ 35,530	\$ 45,062	1	\$ 45,062
Thickened Asphalt Edge Per MAG Std Dtl 201, TY A	215	LF	\$ 12.50	\$ 2,688	\$ 3,409	1	\$ 3,409
Subgrade Prep for Pavement (FG)	2,584	SY	\$ 1.75	\$ 4,522	\$ 5,735	1	\$ 5,735
ABC	855	TN	\$ 30.00	\$ 25,650	\$ 32,531	1	\$ 32,531
4" Concrete Paving	1,627	SF	\$ 6.25	\$ 10,169	\$ 12,897	1	\$ 12,897
Sidewalk Ramp Per COA Std Dtl A1235-5 with Detect	1	EA	\$ 2,725.00	\$ 2,725	\$ 3,456	1	\$ 3,456
Curb & Gutter Per MAG Std Dtl 220-1 TY A	485	LF	\$ 17.00	\$ 8,245	\$ 10,457	1	\$ 10,457
Single Curb Per MAG Std Dtl 222 TY A	409	LF	\$ 16.25	\$ 6,646	\$ 8,429	1	\$ 8,429
Curb Termination Per MAG Std Dtl 222	2	EA	\$ 500.00	\$ 1,000	\$ 1,268	1	\$ 1,268
Drainage Curb Opening Per Detail on Sht FG-105	2	EA	\$ 107.00	\$ 214	\$ 271	1	\$ 271
Grouted Riprap D50=6", T-12"	37	CY	\$ 240.00	\$ 8,880	\$ 11,262	1	\$ 11,262
Themed Signage Allowance	1	LS	\$ 1,000.00	\$ 1,000	\$ 1,268	1	\$ 1,268
Electrical and Lighting	1	ls	\$ 9,844.00	\$ 9,844	\$ 12,485	1	\$ 12,485
Subtotal				\$ 183,833	\$ 233,153		\$ 233,153
Playcourt Area							
BBQ Grill	1	ls	\$ 2,011.00	\$ 2,011	\$ 2,551	1	\$ 2,551
Bike Rack	1	ls	\$ 865.00	\$ 865	\$ 1,097	1	\$ 1,097
Trash Receptacle	1	ls	\$ 8,075.00	\$ 8,075	\$ 10,241	1	\$ 10,241
Picnic Tables	1	ls	\$ 2,050.00	\$ 2,050	\$ 2,600	1	\$ 2,600
ADA Picnic Tables	1	ls	\$ 5,745.00	\$ 5,745	\$ 7,286	1	\$ 7,286
Basket ball courts and Fencing	1	ls	\$ 91,273.00	\$ 91,273	\$ 115,760	1	\$ 115,760
Pickleball Courts and Fencing	1	ls	\$ 133,185.00	\$ 133,185	\$ 168,916	1	\$ 168,916
Landscape	1	ls	\$ 39,442.00	\$ 39,442	\$ 50,024	1	\$ 50,024
Finish Grade	46,431	sf	\$ 0.05	\$ 2,322	\$ 2,944	1	\$ 2,944
ABC	455	TN	\$ 30.00	\$ 13,650	\$ 17,312	1	\$ 17,312
4" Concrete Paving	15,430	SF	\$ 6.25	\$ 96,438	\$ 122,310	1	\$ 122,310
Electrical at Basket ball and Pickleball courts	1	ls	\$ 28,221.00	\$ 28,221	\$ 35,792	1	\$ 35,792
Themed Signage Allowance	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Subtotal				\$ 425,276	\$ 539,370		\$ 539,370
Wheel Park Area							
Paint Railings	1	ls	\$ 4,476.00	\$ 4,476	\$ 5,677	1	\$ 5,677
Wheel Park	1	ls	\$ 600,000.00	\$ 600,000	\$ 760,970	1	\$ 760,970
Wheel Park Drainage System	1	ls	\$ 55,000.00	\$ 55,000	\$ 69,756	1	\$ 69,756
Landscape	1	ls	\$ 40,164.00	\$ 40,164	\$ 50,939	1	\$ 50,939
Artificial Turf at Pump Track Islands - Allowance	2,058	sf	\$ 12.00	\$ 24,696	\$ 31,322	1	\$ 31,322
Finish Grade	33,355	sf	\$ 0.05	\$ 1,668	\$ 2,115	1	\$ 2,115
Themed Signage Allowance	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Electrical and Lighting	1	ls	\$ 16,866.00	\$ 16,866	\$ 21,391	1	\$ 21,391
Subtotal				\$ 744,870	\$ 944,705		\$ 944,705
Multiuse Fields							
Score Boards	1	ls		\$ 5,984	\$ 7,589	1	\$ 7,589
Soccer goals and tie down box Allowance	2	ea	\$ 6,553.00	\$ 13,106	\$ 16,622	1	\$ 16,622
Landscape	1	ls	\$ 92,306.00	\$ 92,306	\$ 117,070	1	\$ 117,070
Sod at Multi-Use Fields	1	ls	\$ 37,293.00	\$ 37,293	\$ 47,298	1	\$ 47,298
Finish Grade	155,291	sf	\$ 0.05	\$ 7,765	\$ 9,848	1	\$ 9,848
Themed Signage	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Concrete Paving and Headers Reconciled from GMP 1	1	ls	\$ 459.25	\$ 459	\$ 582	1	\$ 582
Electrical and Lighting	1	ls	\$ 53,476.00	\$ 53,476	\$ 67,823	1	\$ 67,823
Subtotal				\$ 212,389	\$ 269,369		\$ 269,369
Corp Ramada / Multi-age Play/Splash Area							
Foundations for BBQs and CIP Countertops	1	ls	\$ 16,042.00	\$ 16,042	\$ 20,346	1	\$ 20,346
Concrete expansion joints	1	ls	\$ 29,583.00	\$ 29,583	\$ 37,520	1	\$ 37,520
48" tall fence	1	ls	\$ 24,195.00	\$ 24,195	\$ 30,686	1	\$ 30,686
Festive Treillage panels	1	ls	\$ 21,850.00	\$ 21,850	\$ 27,712	1	\$ 27,712
Pavilion	1	ls	\$ 141,245.00	\$ 141,245	\$ 179,139	1	\$ 179,139
Pavilion and Park Area Painting	1	ls	\$ 13,258.50	\$ 13,259	\$ 16,816	1	\$ 16,816
BBQ Table Masonry walls	1	ls	\$ 4,560.00	\$ 4,560	\$ 5,783	1	\$ 5,783
Picnic Table	1	ls	\$ 12,375.00	\$ 12,375	\$ 15,695	1	\$ 15,695
ADA Picnic Table	1	ls	\$ 6,160.00	\$ 6,160	\$ 7,813	1	\$ 7,813
Bike Rack	1	ls	\$ 231.00	\$ 231	\$ 293	1	\$ 293
Small BBQ Grill	1	ls	\$ 900.00	\$ 900	\$ 1,141	1	\$ 1,141
Large Group Grill	1	ls	\$ 3,120.00	\$ 3,120	\$ 3,957	1	\$ 3,957
Trash Receptacles	1	ls	\$ 5,800.00	\$ 5,800	\$ 7,356	1	\$ 7,356
6'-0 Bench with back and arms	1	ls	\$ 17,100.00	\$ 17,100	\$ 21,688	1	\$ 21,688
6'-0 Bench without back	1	ls	\$ 14,197.00	\$ 14,197	\$ 18,006	1	\$ 18,006
Shipping of the Site Furnishings	1	ls	\$ 13,665.00	\$ 13,665	\$ 17,331	1	\$ 17,331
Berliner Playground Equipment Installation	1	ls	\$ 14,584.00	\$ 14,584	\$ 18,497	1	\$ 18,497

Avondale Festival Fields Park
GMP1 - 100% CD and GMP 2 - 95%

Total Park site area

1,432,650 sf

33 ac

Inc existing field and north parking

Total Graded area Ph

1,246,393 sf

**HAYDON**

Description	Quantity	Un	Unit Cost	Subtotal	Marked Up Total	In/Out	Phase Total
Berliner Playground Equipment Components	1	ls	\$ 123,897.00	\$ 123,897	\$ 157,136	1	\$ 157,136
Landscape Structures Playground Equipment installation	1	ls	\$ 28,719.00	\$ 28,719	\$ 36,424	1	\$ 36,424
Landscape Structures Playground Equipment Shipping	1	ls	\$ 6,813.00	\$ 6,813	\$ 8,641	1	\$ 8,641
Landscape Structures Playground Equipment Components	1	ls	\$ 98,605.00	\$ 98,605	\$ 125,059	1	\$ 125,059
Ramada 20x20	1	ls	\$ 149,979.00	\$ 149,979	\$ 190,216	1	\$ 190,216
Ramada 20x40	1	ls	\$ 39,816.00	\$ 39,816	\$ 50,498	1	\$ 50,498
Installation of Ramadas	1	ls	\$ 34,013.00	\$ 34,013	\$ 43,138	1	\$ 43,138
Ramada Footings	1	ls	\$ 10,084.00	\$ 10,084	\$ 12,789	1	\$ 12,789
Safety Fall Surfacing - Engineered Wood Fiber	1	ls	\$ 17,285.00	\$ 17,285	\$ 21,922	1	\$ 21,922
Aquatix Splash Pad Components, shipping, and installation	1	ls	\$ 242,174.00	\$ 242,174	\$ 307,145	1	\$ 307,145
Splash Pad Concrete	1	ls	\$ 46,624.00	\$ 46,624	\$ 59,132	1	\$ 59,132
Mechanical metal control panel and water distribution enclosure	1	ls	\$ 7,980.00	\$ 7,980	\$ 10,121	1	\$ 10,121
Splash pad start up and training	1	ls	\$ 5,250.00	\$ 5,250	\$ 6,658	1	\$ 6,658
Shade Structures	1	ls	\$ 16,360.00	\$ 16,360	\$ 20,749	1	\$ 20,749
Landscape	1	ls	\$ 45,574.00	\$ 45,574	\$ 57,801	1	\$ 57,801
Finish Grade	67,137	sf	\$ 0.05	\$ 3,357	\$ 4,257	1	\$ 4,257
ABC	1,138	TN	\$ 30.00	\$ 34,140	\$ 43,299	1	\$ 43,299
7" Concrete Paving	9,123	SF	\$ 8.25	\$ 75,265	\$ 95,457	1	\$ 95,457
5.5" Concrete Paving	14,004	SF	\$ 7.25	\$ 101,529	\$ 128,767	1	\$ 128,767
4" Concrete Paving	12,633	SF	\$ 6.25	\$ 78,956	\$ 100,139	1	\$ 100,139
Single Curb Per MAG Std Dtl 222 TY A	20	LF	\$ 16.25	\$ 325	\$ 412	1	\$ 412
6" Concrete Header	332	LF	\$ 17.25	\$ 5,727	\$ 7,263	1	\$ 7,263
Playground Header	614	LF	\$ 20.00	\$ 12,280	\$ 15,575	1	\$ 15,575
Lake Edge at Hardscape	304	LF	\$ 33.25	\$ 10,108	\$ 12,820	1	\$ 12,820
Electrical and Lighting	1	ls	\$ 98,616.00	\$ 98,616	\$ 125,073	1	\$ 125,073
2 Stall Restroom	1	LS	\$ 208,504.17	\$ 208,504	\$ 264,442	1	\$ 264,442
4 Stall Restroom	1	LS	\$ 221,082.00	\$ 221,082	\$ 280,395	1	\$ 280,395
Fitness Equipment	1	ls	\$ 43,643.00	\$ 43,643	\$ 55,352	1	\$ 55,352
Themed Signage Allowance	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Subtotal				\$ 2,107,571	\$ 2,672,995		\$ 2,672,995
Existing Main Parking Area							
Striping and Signage	1	ls	\$ 5,994.17	\$ 5,994	\$ 7,602	1	\$ 7,602
Themed Signage Allowance	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Landscape	1	ls	\$ 48,039.00	\$ 48,039	\$ 60,927	1	\$ 60,927
Finish Grade	92,931	sf	\$ 0.05	\$ 4,647	\$ 5,893	1	\$ 5,893
Microseal Coat Exist Parking Lot AC MAG 331 & 714	13,438	SY	\$ 2.75	\$ 36,955	\$ 46,869	1	\$ 46,869
Grouted Riprap D50=6", T-12"	147	CY	\$ 240.00	\$ 35,280	\$ 44,745	1	\$ 44,745
Electrical and Lighting	1	ls	\$ 37,550.00	\$ 37,550	\$ 47,624	1	\$ 47,624
Subtotal				\$ 170,464	\$ 216,197		\$ 216,197
Lake Area							
Pump Enclosure Concrete	1	ls	\$ 24,776.00	\$ 24,776	\$ 31,423	1	\$ 31,423
Pump Enclosure Entrance Gate, operators, and pedestrian gates	1	ls	\$ 10,475.00	\$ 10,475	\$ 13,285	1	\$ 13,285
Pump Shade Cover	1	ls	\$ 10,000.00	\$ 10,000	\$ 12,683	1	\$ 12,683
Lake Reconcile	1	ls	\$ 19,650.00	\$ 19,650	\$ 24,922	1	\$ 24,922
Lake Railings	1	ls	\$ 25,050.00	\$ 25,050	\$ 31,770	1	\$ 31,770
Pump Enclosure Masonry	1	ls	\$ 23,950.00	\$ 23,950	\$ 30,375	1	\$ 30,375
Pump Station Electrical	1	ls	\$ 52,540.00	\$ 52,540	\$ 66,636	1	\$ 66,636
Picnic Table	1	ls	\$ 2,940.00	\$ 2,940	\$ 3,729	1	\$ 3,729
ADA Picnic Table	1	ls	\$ 2,985.00	\$ 2,985	\$ 3,786	1	\$ 3,786
BBQ Grill	1	ls	\$ 1,170.00	\$ 1,170	\$ 1,484	1	\$ 1,484
Trash Receptacles	1	ls	\$ 5,610.00	\$ 5,610	\$ 7,115	1	\$ 7,115
Gabion Protective Fence	1	ls	\$ 27,235.00	\$ 27,235	\$ 34,542	1	\$ 34,542
Lake Fountain Feature Controls not covered in GMP 1	1	ls	\$ 9,039.00	\$ 9,039	\$ 11,464	1	\$ 11,464
Landscape	1	ls	\$ 105,119.00	\$ 105,119	\$ 133,321	1	\$ 133,321
Themed Signage Allowance	1	ls	\$ 2,000.00	\$ 2,000	\$ 2,537	1	\$ 2,537
Sod at Lake and Play Area	1	ls	\$ 6,204.00	\$ 6,204	\$ 7,868	1	\$ 7,868
Finish Grade	196,274	sf	\$ 0.05	\$ 9,814	\$ 12,447	1	\$ 12,447
ABC	403	TN	\$ 30.00	\$ 12,090	\$ 15,334	1	\$ 15,334
Electrical and Lighting	1	ls	\$ 26,354.00	\$ 26,354	\$ 33,424	1	\$ 33,424
Subtotal				\$ 377,001	\$ 478,144		\$ 478,144
Dog Park							
Trash Receptacles	1	ls	\$ 5,345.00	\$ 5,345	\$ 6,779	1	\$ 6,779
ADA Picnic Tables	1	ls	\$ 930.00	\$ 930	\$ 1,180	1	\$ 1,180
Picnic Tables	1	ls	\$ 2,060.00	\$ 2,060	\$ 2,613	1	\$ 2,613
Dog Pet station bag dispenser	1	ls	\$ 955.00	\$ 955	\$ 1,211	1	\$ 1,211
Pet Fountains (2) and leach drains	1	ls	\$ 7,804.00	\$ 7,804	\$ 9,898	1	\$ 9,898
Dog Park Fence and Gates	1	ls	\$ 51,500.00	\$ 51,500	\$ 65,317	1	\$ 65,317
Landscape	1	ls	\$ 78,253.00	\$ 78,253	\$ 99,247	1	\$ 99,247
Unforeseen Concrete Demo buried and discovered during excavation	1	ls	\$ 33,534.00	\$ 33,534	\$ 42,531	1	\$ 42,531
Themed Signage Allowance	1	ls	\$ 1,000.00	\$ 1,000	\$ 1,268	1	\$ 1,268
Electrical and Lighting	1	ls	\$ 20,431.00	\$ 20,431	\$ 25,912	1	\$ 25,912
ABC	351	TN	\$ 30.00	\$ 10,530	\$ 13,355	1	\$ 13,355
Dumped Riprap with Fabric D50=12", T=24"	141	CY	\$ 100.00	\$ 14,100	\$ 17,883	1	\$ 17,883
Grouted Riprap D50=6", T-12"	18	CY	\$ 240.00	\$ 4,320	\$ 5,479	1	\$ 5,479
Subtotal				\$ 230,762	\$ 292,671		\$ 292,671

Avondale Festival Fields Park
GMP1 - 100% CD and GMP 2 - 95%

Total Park site area

1,432,650 sf

33 ac

Inc existing field and north parking

Total Graded area Ph

1,246,393 sf

**HAYDON**

Description	Quantity	Un	Unit Cost	Subtotal	Marked Up Total	In/Out	Phase Total
Ball Field Area							
15'-0 Aluminum Bench with back	1	ls	\$ 8,728.00	\$ 8,728	\$ 11,070	1	\$ 11,070
3 Row 6" Bleachers	1	ls	\$ 8,480.00	\$ 8,480	\$ 10,755	1	\$ 10,755
Trash Receptacle	1	ls	\$ 3,885.00	\$ 3,885	\$ 4,927	1	\$ 4,927
Home Plate Bury Mount	1	ls	\$ 3,072.00	\$ 3,072	\$ 3,896	1	\$ 3,896
Complete set of bases and pitching rubber	1	ls	\$ 6,338.00	\$ 6,338	\$ 8,038	1	\$ 8,038
Outfield Fence, dugouts, foul poles, back stops, and drive gates	1	ls	\$ 138,700.00	\$ 138,700	\$ 175,911	1	\$ 175,911
Landscaping	1	ls	\$ 214,446.00	\$ 214,446	\$ 271,978	1	\$ 271,978
Sod at Ball Field	1	ls	\$ 18,962.00	\$ 18,962	\$ 24,049	1	\$ 24,049
Finish Grade	192,409	sf	\$ 0.05	\$ 9,620	\$ 12,201	1	\$ 12,201
ABC	1,320	TN	\$ 30.00	\$ 39,600	\$ 50,224	1	\$ 50,224
5.5" Concrete Paving	28,278	SF	\$ 7.25	\$ 205,016	\$ 260,018	1	\$ 260,018
4" Concrete Paving	2,735	SF	\$ 6.25	\$ 17,094	\$ 21,680	1	\$ 21,680
Sidewalk Ramp Per COA Std Dtl A1235-5 with Detect	6	EA	\$ 2,725.00	\$ 16,350	\$ 20,736	1	\$ 20,736
12" Concrete Header	328	LF	\$ 18.00	\$ 5,904	\$ 7,488	1	\$ 7,488
Electrical and Lighting	1	ls	\$ 30,785.00	\$ 30,785	\$ 39,044	1	\$ 39,044
Entry Monument Allowance	1	ls	\$ 5,000.00	\$ 5,000	\$ 6,341	1	\$ 6,341
Subtotal				\$ 731,980	\$ 928,357		\$ 928,357
Maintenance Yard							
Maintenance Building Connex Container and Fit out	1	ls	\$ 183,729.00	\$ 183,729	\$ 233,020	1	\$ 233,020
Fabric Shade Structure to cover Gator Parking, Fuel Storage, Storage Bins	1	ls	\$ 25,000.00	\$ 25,000	\$ 31,707	1	\$ 31,707
Termite Treatment at Maintenance Building Pad	1	ls	\$ 280.00	\$ 280	\$ 355	1	\$ 355
Maintenance Yard Wall Footings and Concrete	1	ls	\$ 75,814.00	\$ 75,814	\$ 96,154	1	\$ 96,154
Sealants at Masonry wall	1	ls	\$ 300.00	\$ 300	\$ 380	1	\$ 380
Signage Allowance	1	ls	\$ 500.00	\$ 200	\$ 254	1	\$ 254
Chainlink and Maintenance Yard Gates/Operators	1	ls	\$ 25,230.00	\$ 25,230	\$ 31,999	1	\$ 31,999
Trash Enclosure Gate	1	ls	\$ 3,500.00	\$ 3,500	\$ 4,439	1	\$ 4,439
Roll Off Dumpsters	1	ls	\$ 500.00	\$ 500	\$ 634	1	\$ 634
Bollards - material only	1	ls	\$ 7,937.00	\$ 7,937	\$ 10,066	1	\$ 10,066
Structural Steel at Maintenance Yard	1	ls	\$ 12,531.00	\$ 12,531	\$ 15,893	1	\$ 15,893
Maintenance Area Painting	1	ls	\$ 21,399.00	\$ 21,399	\$ 27,140	1	\$ 27,140
Maintenance Yard Wall Masonry	1	ls	\$ 51,720.00	\$ 51,720	\$ 65,596	1	\$ 65,596
Finish Grade	16,216	sf	\$ 0.05	\$ 811	\$ 1,028	1	\$ 1,028
Wash Down Drain	1	ls	\$ 8,000.00	\$ 8,000	\$ 10,146	1	\$ 10,146
Asphalt Pavement Sect (2.5" AC - MAG D 1/2")	1,089	SY	\$ 13.75	\$ 14,974	\$ 18,991	1	\$ 18,991
Subgrade Prep for Pavement (FG)	1,089	SY	\$ 1.75	\$ 1,906	\$ 2,417	1	\$ 2,417
ABC	337	TN	\$ 30.00	\$ 10,110	\$ 12,822	1	\$ 12,822
7" Concrete Paving	2,597	SF	\$ 8.25	\$ 21,425	\$ 27,173	1	\$ 27,173
5.5" Concrete Paving	1,613	SF	\$ 7.25	\$ 11,694	\$ 14,832	1	\$ 14,832
Curb Termination Per MAG Std Dtl 222	2	EA	\$ 500.00	\$ 1,000	\$ 1,268	1	\$ 1,268
Electrical and Lighting	1	ls	\$ 33,312.00	\$ 33,312	\$ 42,249	1	\$ 42,249
Subtotal				\$ 511,372	\$ 648,564		\$ 648,564
	306						
Spine Road South-East Parking							
Concrete at Trash Enclosure slab and footings	1	ls	\$ 11,579.00	\$ 11,579	\$ 14,685	1	\$ 14,685
Trash Enclosure Gates	1	ls	\$ 3,500.00	\$ 3,500	\$ 4,439	1	\$ 4,439
Roll Off Dumpsters	1	ls	\$ 500.00	\$ 500	\$ 634	1	\$ 634
Masonry at Trash Enclosure	1	ls	\$ 10,600.00	\$ 10,600	\$ 13,444	1	\$ 13,444
Bike Rack	1	ls	\$ 365.00	\$ 365	\$ 463	1	\$ 463
Striping and signage	1	ls	\$ 18,509.47	\$ 18,509	\$ 23,475	1	\$ 23,475
Themed Signage Allowance	1	ls	\$ 3,000.00	\$ 3,000	\$ 3,805	1	\$ 3,805
Landscaping	1	ls	\$ 69,706.00	\$ 69,706	\$ 88,407	1	\$ 88,407
Final Grade	225,429	sf	\$ 0.05	\$ 11,271	\$ 14,295	1	\$ 14,295
Asphalt Pavement Sect (2.5" AC - MAG D 1/2")	6,211	SY	\$ 13.75	\$ 85,401	\$ 108,313	1	\$ 108,313
Microseal Coat Exist Parking Lot AC MAG 331 & 714	157	SY	\$ 2.75	\$ 432	\$ 548	1	\$ 548
Speed Table	1,658	SF	\$ 2.50	\$ 4,145	\$ 5,257	1	\$ 5,257
Subgrade Prep for Pavement (FG)	6,211	SY	\$ 1.75	\$ 10,869	\$ 13,785	1	\$ 13,785
ABC	2,178	TN	\$ 30.00	\$ 65,340	\$ 82,870	1	\$ 82,870
7" Concrete Paving	3,800	SF	\$ 8.25	\$ 31,350	\$ 39,761	1	\$ 39,761
5.5" Concrete Paving	647	SF	\$ 7.25	\$ 4,691	\$ 5,949	1	\$ 5,949
4" Concrete Paving	9,075	SF	\$ 6.25	\$ 56,719	\$ 71,935	1	\$ 71,935
Sidewalk Ramp Per COA Std Dtl A1235-5 with Detect	1	EA	\$ 2,725.00	\$ 2,725	\$ 3,456	1	\$ 3,456
Valley Gutter Per MAG Std Dtl 240	911	SF	\$ 11.25	\$ 10,249	\$ 12,998	1	\$ 12,998
Curb & Gutter Per MAG Std Dtl 220-1 TY A	1,372	LF	\$ 17.00	\$ 23,324	\$ 29,581	1	\$ 29,581
Single Curb Per MAG Std Dtl 222 TY A	1,371	LF	\$ 16.25	\$ 22,279	\$ 28,256	1	\$ 28,256
Drainage Curb Opening Per Detail on Sht FG-105	8	EA	\$ 107.00	\$ 856	\$ 1,086	1	\$ 1,086
Grouted Riprap D50=6", T-12"	73	CY	\$ 240.00	\$ 17,520	\$ 22,220	1	\$ 22,220
Electrical and Lighting	1	ls	\$ 19,170.00	\$ 19,170	\$ 24,313	1	\$ 24,313
Subtotal				\$ 484,100	\$ 613,976		\$ 613,976
Equestrian/South-West Parking							
Asphalt Pavement Sect (2.5" AC - MAG D 1/2")	7,728	SY	\$ 13.75	\$ 106,260	\$ 134,768	1	\$ 134,768
Subgrade Prep for Pavement (FG)	7,728	SY	\$ 1.75	\$ 13,524	\$ 17,152	1	\$ 17,152
ABC	5,598	TN	\$ 30.00	\$ 167,940	\$ 212,995	1	\$ 212,995
7" Concrete Paving	1,257	SF	\$ 8.25	\$ 10,370	\$ 13,152	1	\$ 13,152
4" Concrete Paving	1,750	SF	\$ 6.25	\$ 10,938	\$ 13,872	1	\$ 13,872

Avondale Festival Fields Park
GMP1 - 100% CD and GMP 2 - 95%

Total Park site area 1,432,650 sf
 33 ac Inc existing field and north parking
 Total Graded area Ph 1,246,393 sf


HAYDON

Description	Quantity	Un	Unit Cost	Subtotal	Marked Up Total	In/Out	Phase Total
Sidewalk Ramp Per Detail on Sht FG-106 with Detect	2	EA	\$ 2,625.00	\$ 5,250	\$ 6,658	1	\$ 6,658
Valley Gutter Per MAG Std Dtl 240	2,592	SF	\$ 11.25	\$ 29,160	\$ 36,983	1	\$ 36,983
Curb & Gutter Per MAG Std Dtl 220-1 TY A	1,858	LF	\$ 17.00	\$ 31,586	\$ 40,060	1	\$ 40,060
Single Curb Per MAG Std Dtl 222 TY A	863	LF	\$ 16.25	\$ 14,024	\$ 17,786	1	\$ 17,786
Roll Curb Per MAG Std Dtl 220-1 TY C	200	LF	\$ 29.00	\$ 5,800	\$ 7,356	1	\$ 7,356
Curb Termination Per MAG Std Dtl 222	11	EA	\$ 500.00	\$ 5,500	\$ 6,976	1	\$ 6,976
Drainage Curb Opening Per Detail on Sht FG-105	1	EA	\$ 107.00	\$ 107	\$ 136	1	\$ 136
Dumped Riprap with Fabric D50=12", T=24"	166	CY	\$ 100.00	\$ 16,600	\$ 21,053	1	\$ 21,053
Grouted Riprap D50=6", T-12"	16	CY	\$ 240.00	\$ 3,840	\$ 4,870	1	\$ 4,870
Final Grade	109,133	sf	\$ 0.05	\$ 5,457	\$ 6,921	1	\$ 6,921
Subtotal				\$ 426,355	\$ 540,739		\$ 540,739
Existing Softball Field							
Remove and re-install existing pavers	1	ls	\$ 7,614.00	\$ 7,614	\$ 9,657	1	\$ 9,657
Landscaping	1	ls	\$ 9,200.00	\$ 9,200	\$ 11,668	1	\$ 11,668
ABC	349	TN	\$ 30.00	\$ 10,470	\$ 13,279	1	\$ 13,279
4" Concrete Paving	1,188	SF	\$ 6.25	\$ 7,425	\$ 9,417	1	\$ 9,417
12" Concrete Header	612	LF	\$ 18.00	\$ 11,016	\$ 13,971	1	\$ 13,971
Existing Restroom - Electrical Room Maintenance and cleaning	1	ls	\$ 18,778.00	\$ 18,778	\$ 23,816	1	\$ 23,815.81
Subtotal				\$ 64,503	\$ 81,808		\$ 81,808
GMP 1 Reconciled Subtotal				\$ (223,167)	\$ (283,039)		\$ (283,039)
GMP 2 Subtotal				\$ 7,357,658	\$ 9,331,591		\$ 9,331,591
Contingency (4.0% of subtotal)	4.00%			\$ 285,380			
Builders Risk (0.47% of GMP)	0.47%			\$ 42,528			
Liability Insurance (1.10% of GMP)	1.10%			\$ 99,534			
Bond (0.85% of GMP)	0.85%			\$ 76,913			
OH & F (10.50% of GMP minus contingency)	10.50%			\$ 920,133			
Subtotal Before Tax				\$ 8,558,979			
Sales Tax (5.72% of the subtotal before tax)	5.72%			\$ 489,574			
GMP 1 Subtotal				\$9,048,552			
Total of GMP 1 Reconciled and GMP 2				\$ 7,134,491	\$ 9,048,552		\$ 9,048,552
Total from GMP 1							\$ 8,451,099
Total GMP 1 and 2 without Owner Contingency							\$ 17,499,651

HAYDON BUILDING CORP

General Conditions

Project: Avondale Festival Fields

Date: March 22, 2019

Cost Code	Description
Project Administration	
01-010	Project Manager
01-020	Superintendent
01-025	Asst. Superintendent
01-030	Project Engineer
01-040	Project Coordinator
01-650	Vehicles (Sup, PM, eng)
01-901	Project Support Staff - Drone Flights

Qty	Unit	Labor		Other		TOTALS
		Unit Price	Amount	Unit Price	Amount	
19	Weeks	\$ 3,100.00	\$ 58,900.00			\$ 58,900.00
25	Weeks	\$ 3,000.00	\$ 75,000.00			\$ 75,000.00
11	Weeks	\$ 2,900.00	\$ 31,900.00			\$ 31,900.00
19	Weeks	\$ 2,200.00	\$ 41,800.00			\$ 41,800.00
19	Weeks	\$ 1,600.00	\$ 30,400.00			\$ 30,400.00
74	Weeks			\$ 370.00	\$ 27,380.00	\$ 27,380.00
36	Hours			\$ 120.00	\$ 4,320.00	\$ 4,320.00
Subtotal			\$ 238,000.00		\$ 31,700.00	\$ 269,700.00

Job Site Office	
01-310	Trailer: Mobilization/Demobilization
01-310	Trailer: Rental
01-310	Office Trailer: Cleaning
01-310	Office Trailer: Furniture
01-312	Storage Trailer: Mobilization/Demobilization
01-312	Storage Trailer: Rental
01-380	Temporary Fence
01-320	Temporary Toilets
01-270	Blueprints and Copying
01-615	Office Supplies
01-616	Copier / Supplies
01-620	Small Tools
01-453	Equipment Rental
01-271	Postage
01-470	Job Signage
01-670	Safety
01-671	Fire Extinguishers
01-672	Progress Photos
01-330	Temporary Water (Trailers)
01-331	Drinking Water
01-350	Temporary Power Usage: Temp Trailer
01-353	Procure
01-354	Textura
01-340	Job Office Phone/Fax/Data: Setup
01-340	Job Office Phone/Fax: Usage
01-340	Cell phone usage: (Sup, PM, PE)
01-755	General Labor
01-430	Trash Disposal (per pull)
01-275	Closeout & Asbuilts

2	Each			\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
4.25	Months			\$ 2,000.00	\$ 8,500.00	\$ 8,500.00
4.25	Months			\$ 200.00	\$ 850.00	\$ 850.00
2	Lsum			\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
1	Each			\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
4.25	Months			\$ 700.00	\$ 2,975.00	\$ 2,975.00
5000	Lnft			\$ 3.00	\$ 15,000.00	\$ 15,000.00
4.25	Months			\$ 1,000.00	\$ 4,250.00	\$ 4,250.00
1	Lsum			\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
4.25	Months			\$ 400.00	\$ 1,700.00	\$ 1,700.00
12	Months			\$ 900.00	\$ 10,800.00	\$ 10,800.00
1	Lsum			\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1	Lsum			\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
1	Lsum			\$ 500.00	\$ 500.00	\$ 500.00
1	Lsum			\$ 500.00	\$ 500.00	\$ 500.00
4.25	Months			\$ 150.00	\$ 637.50	\$ 637.50
1	Lsum			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4.25	Months			\$ 100.00	\$ 425.00	\$ 425.00
4.25	Months			\$ 600.00	\$ 2,550.00	\$ 2,550.00
1	Lsum			\$ 9,395.89	\$ 9,395.89	\$ 9,395.89
1	Lsum			\$ 5,452.00	\$ 5,452.00	\$ 5,452.00
1	Lsum			\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
4.25	Months			\$ 250.00	\$ 1,062.50	\$ 1,062.50
17	Months			\$ 175.00	\$ 2,975.00	\$ 2,975.00
19	Weeks	\$ 720.00	\$ 13,680.00	\$ -	\$ -	\$ 13,680.00
14	Each			\$ 450.00	\$ 6,300.00	\$ 6,300.00
1	Lsum			\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Subtotal			\$ 13,680.00		\$ 110,822.89	\$ 124,502.89

Total		\$ 251,680.00		\$ 142,522.89	\$ 394,202.89
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EXHIBIT 2
TO
SECOND AMENDMENT
TO
DESIGN – BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Construction Documents]

See following pages.



HAYDON

Sheet Number	Description	Date	Revision	Stamp
General Sheets				
G-101	Overall Cover Sheet	9/14/18	02/04/19	
G-102	Sheet Index	9/14/18	02/04/19	
G-103	Site Map	9/14/18	02/04/19	
G-104	Survey Control	7/18/18		07/18/18
G-105	Survey Control	7/18/18		07/18/18
G-106	Survey Control	7/18/18		07/18/18
G-107	Survey Control	7/18/18		07/18/18
G-108	Survey Control	7/18/18		07/18/18
G-109	Survey Control	7/18/18		
Demolition Sheets				
D-201	Demolition Plans	9/14/18	02/04/19	
D-202	Demolition Plans	9/14/18	02/04/19	
D-203	Demolition Plans	9/14/18	02/04/19	
D-204	Demolition Plans	9/14/18	02/04/19	
D-205	Demolition Plans	9/14/18	02/04/19	
D-206	Demolition Plans	9/14/18	02/04/19	
D-207	Demolition Plans	9/14/18	02/04/19	
D-208	Demolition Plans	9/14/18	02/04/19	
D-209	Demolition Plans	9/14/18	02/04/19	
D-210	Demolition Plans	9/14/18	02/04/19	
D-211	Demolition Plans	9/14/18	02/04/19	
D-212	Demolition Plans	9/14/18	02/04/19	
D-213	Demolition Plans	9/14/18	02/04/19	
D-214	Demolition Plans	9/14/18	02/04/19	
D-215	Demolition Plans	9/14/18	02/04/19	
D-216	Demolition Plans	9/14/18	02/04/19	
D-217	Demolition Plans	9/14/18	02/04/19	
Civil Sheets				
GC-101	Key Map	9/14/18	02/04/19	
GC-201	Park Road Geometric Control	9/14/18	02/04/19	
GC-202	Park Road Geometric Control	9/14/18	02/04/19	
GC-203	Park Road Geometric Control	9/14/18	02/04/19	
GC-204	Park Road Geometric Control	9/14/18	02/04/19	
GC-205	Park Road Geometric Control	9/14/18	02/04/19	
GC-206	Park Road Geometric Control	9/14/18	02/04/19	
GC-207	Park Road Geometric Control	9/14/18	02/04/19	
GC-208	Park Road Geometric Control	9/14/18	02/04/19	
GC-209	Park Road Geometric Control	9/14/18	02/04/19	
GC-210	Park Road Geometric Control	9/14/18	02/04/19	
GC-211	Park Road Geometric Control	9/14/18	02/04/19	
GC-212	Park Road Geometric Control	9/14/18	02/04/19	
GC-301	Geometric Control Table	9/14/18	02/04/19	
Signing & Pavement Marking				
PM-101	General Notes, Legend, & Quantity Summary	9/14/18	2/4/19	
PM-201	Signing & Marking Plan	9/14/18	2/4/19	
PM-202	Signing & Marking Plan	9/14/18	2/4/19	
PM-203	Signing & Marking Plan	9/14/18	2/4/19	
PM-301	Signing & Marking Details	9/14/18	2/4/19	
Finish Grade Sheets				



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Sheet Number	Description	Date	Revision	Stamp
FG-101	Grading & Drainage Sheet Index	9/14/18	2/4/19	
FG-102	Standard Abbreviations & Legend	9/14/18	2/4/19	
FG-103	General Notes	9/14/18	2/4/19	
FG-104	Typical Sections	9/14/18	2/4/19	
FG-105	Details	9/14/18	2/4/19	
FG-106	Details	9/14/18	2/4/19	
FG-107	Gabion Wall Detail	9/14/18	2/4/19	
FG-108	Microseal Limits	9/14/18	2/4/19	
FG-201	Grading & Drainage Plan	9/14/18	2/4/19	
FG-202	Grading & Drainage Plan	9/14/18	2/4/19	
FG-203	Grading & Drainage Plan	9/14/18	2/4/19	
FG-204	Grading & Drainage Plan	9/14/18	2/4/19	
FG-205	Grading & Drainage Plan	9/14/18	2/4/19	
FG-206	Grading & Drainage Plan	9/14/18	2/4/19	
FG-207	Grading & Drainage Plan	9/14/18	2/4/19	
FG-208	Grading & Drainage Plan	9/14/18	2/4/19	
FG-209	Grading & Drainage Plan	9/14/18	2/4/19	
FG-210	Grading & Drainage Plan	9/14/18	2/4/19	
FG-211	Grading & Drainage Plan	9/14/18	2/4/19	
FG-212	Grading & Drainage Plan	9/14/18	2/4/19	
FG-213	Grading & Drainage Plan	9/14/18	2/4/19	
FG-214	Grading & Drainage Plan	9/14/18	2/4/19	
FG-215	Storm Drain Profile	9/14/18	2/4/19	
FG-300	Gabion Wall Plan	9/14/18	2/4/19	
FG-301	Gabion Elevation	9/14/18	2/4/19	
FG-302	Gabion Elevation	9/14/18	2/4/19	
FG-303	Gabion Elevation	9/14/18	2/4/19	
FG-304	Gabion Cross-Section	9/14/18	2/4/19	
FG-305	Gabion Details	9/14/18	2/4/19	
FG-306	Gabion Notes and Details	9/14/18	2/4/19	
FP-101	Fire Access Plan	9/14/18	2/4/19	
	Hardscape Sheets			
HS-101	Hardscape Construction Amenities Schedule	9/14/18	2/4/19	
HS-102	Hardscape Construction Amenities Schedule	9/14/18	2/4/19	
HS-103	Hardscape Sheet Index	9/14/18	2/4/19	
HS-201	Hardscape Plan	9/14/18	2/4/19	
HS-202	Hardscape Plan	9/14/18	2/4/19	
HS-203	Hardscape Plan	9/14/18	2/4/19	
HS-204	Hardscape Plan	9/14/18	2/4/19	
HS-205	Hardscape Plan	9/14/18	2/4/19	
HS-206	Hardscape Plan	9/14/18	2/4/19	
HS-207	Hardscape Plan	9/14/18	2/4/19	
HS-208	Hardscape Plan	9/14/18	2/4/19	
HS-209	Hardscape Plan	9/14/18	2/4/19	
HS-210	Hardscape Plan	9/14/18	2/4/19	
HS-211	Hardscape Plan	9/14/18	2/4/19	
HS-212	Hardscape Plan	9/14/18	2/4/19	
HS-213	Hardscape Plan	9/14/18	2/4/19	
HS-214	Hardscape Plan	9/14/18	2/4/19	
HS-215	Hardscape Plan	9/14/18	2/4/19	
HS-216	Hardscape Plan	9/14/18	2/4/19	
HS-217	Hardscape Plan	9/14/18	2/4/19	



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Sheet Number	Description	Date	Revision	Stamp
HS-301	Hardscape Details	9/14/18	2/4/19	
HS-302	Hardscape Details	9/14/18	2/4/19	
HS-303	Hardscape Details	9/14/18	2/4/19	
HS-304	Trash Bin Enclosure Details	9/14/18	2/4/19	
HS-305	Hardscape Details	9/14/18	2/4/19	
HS-306	Hardscape Details	9/14/18	2/4/19	
HS-307	Hardscape Ball Field Plaza Enlargement	9/14/18	2/4/19	
HS-308	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-309	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-310	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-311	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-312	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-313	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-314	Hardscape Details - Ballfields	9/14/18	2/4/19	
HS-315	Hardscape Details	9/14/18	2/4/19	
HS-316	Hardscape Dog Park Details	9/14/18	2/4/19	
HS-317	Hardscape Details - Pickleball	9/14/18	2/4/19	
HS-318	Hardscape Details - Basketball	9/14/18	2/4/19	
HS-319	Hardscape Details	9/14/18	2/4/19	
HS-320	Hardscape Details	9/14/18	2/4/19	
HS-321	Hardscape Details - Score Joint Enlargements	9/14/18	2/4/19	
HS-322	Hardscape Details - BBQ Layout Tables	9/14/18	2/4/19	
HS-323	Hardscape Details - 20'x20' Ramada	9/14/18	2/4/19	
HS-324	Hardscape Details - 20'x40' Ramada	9/14/18	2/4/19	
HS-325	Hardscape Details - Score Joint Enlargements	9/14/18	2/4/19	
HS-326	Hardscape Details - Ramada Score Joint Enlargements	9/14/18	2/4/19	
HS-327	Hardscape Details - Fitness Area Enlargement	9/14/18	2/4/19	
HS-401	Skate Park Cover Sheet	3/23/18	2/1/19	
HS-402	Skate Park Notes	3/23/18	2/1/19	
HS-403	Skate Park Components	3/23/18	2/1/19	
HS-404	Skate Park Grading	3/23/18	2/1/19	
HS-405	Skate Park Dimensions	3/23/18	2/1/19	
HS-406	Skate Park Dimensions	3/23/18	2/1/19	
HS-407	Skate Park Retaining Wall Plan	3/23/18	2/1/19	
HS-408	Skate Park Materials	3/23/18	12/7/18	
HS-409	Skate Park Metals	3/23/18	2/1/19	
HS-410	Skate Park Elevations	3/23/18	2/1/19	
HS-411	Skate Park Sections	3/23/18	2/1/19	
HS-412	Skate Park Sections	3/23/18	2/1/19	
HS-413	Skate Park Typical Details	3/23/18	2/1/19	
HS-414	Skate Park Typical Details	3/23/18	2/1/19	
HS-501	Splash Pad Plan	9/14/18	2/4/19	
HS-502	Splash Pad 3D Renderings	9/14/18	2/4/19	
HS-503	Splash Pad Details	9/14/18	2/4/19	
HS-504	Splash Pad Cover Sheet	12/21/18		
HS-505	Splash Pad General Information	12/21/18		
HS-506	Splash Pad Site Plan	12/21/18		
HS-507	Splash Pad Layout	12/21/18		
HS-508	Splash Pad Concrete Plan	12/21/18		
HS-509	Splash Pad Concrete Form	12/21/18		
HS-510	Splash Pad Concrete Sections and Details	12/21/18		
HS-511	Splash Pad Supply Piping Plan	12/21/18		



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Sheet Number	Description	Date	Revision	Stamp
HS-512	Splash Pad Drain Piping Plan	12/21/18		
HS-513	Splash Pad Electrical Plan	12/21/18		
HS-514	Splash Pad Mechanical Plan	12/21/18		
HS-701	Playground Plan	9/14/18	2/4/19	
HS-702	Playground 3D Renderings	9/14/18	2/4/19	
HS-703	Playground Details	9/14/18	2/4/19	
HS-704	Playground Details	9/14/18	2/4/19	
Landscape Plans				
LS-101	Landscape General Notes	9/14/18	2/4/19	
LS-102	Landscape Sheet Index	9/14/18	2/4/19	
LS-201	Landscape Plan	9/14/18	2/4/19	
LS-202	Landscape Plan	9/14/18	2/4/19	
LS-203	Landscape Plan	9/14/18	2/4/19	
LS-204	Landscape Plan	9/14/18	2/4/19	
LS-205	Landscape Plan	9/14/18	2/4/19	
LS-206	Landscape Plan	9/14/18	2/4/19	
LS-207	Landscape Plan	9/14/18	2/4/19	
LS-208	Landscape Plan	9/14/18	2/4/19	
LS-209	Landscape Plan	9/14/18	2/4/19	
LS-210	Landscape Plan	9/14/18	2/4/19	
LS-211	Landscape Plan	9/14/18	2/4/19	
LS-212	Landscape Plan	9/14/18	2/4/19	
LS-213	Landscape Plan	9/14/18	2/4/19	
LS-214	Landscape Plan	9/14/18	2/4/19	
LS-215	Landscape Plan	9/14/18	2/4/19	
LS-216	Landscape Plan	9/14/18	2/4/19	
LS-217	Landscape Plan	9/14/18	2/4/19	
LS-301	Landscape Details	9/14/18	2/4/19	
LS-302	Landscape Details	9/14/18	2/4/19	
Surface Materials Plans				
SM-101	Surface Materials Sheet Index	9/14/18	2/4/19	
SM-201	Surface Materials Plan	9/14/18	2/4/19	
SM-202	Surface Materials Plan	9/14/18	2/4/19	
SM-203	Surface Materials Plan	9/14/18	2/4/19	
SM-204	Surface Materials Plan	9/14/18	2/4/19	
SM-205	Surface Materials Plan	9/14/18	2/4/19	
SM-206	Surface Materials Plan	9/14/18	2/4/19	
Irrigation Plans				
IR-101	Irrigation General Notes	9/14/18	2/4/19	
IR-102	Irrigation Legend	9/14/18	2/4/19	
IR-103	Irrigation Sheet Index	9/14/18	2/4/19	
IR-104	Irrigation Program Schedule	9/14/18	2/4/19	
IR-105	Irrigation Program Schedule	9/14/18	2/4/19	
IR-106	Irrigation Program Schedule	9/14/18	2/4/19	
IR-107	Irrigation Program Schedule	9/14/18	2/4/19	
IR-201	Irrigation Plan	9/14/18	2/4/19	
IR-202	Irrigation Plan	9/14/18	2/4/19	
IR-203	Irrigation Plan	9/14/18	2/4/19	
IR-204	Irrigation Plan	9/14/18	2/4/19	
IR-205	Irrigation Plan	9/14/18	2/4/19	
IR-206	Irrigation Plan	9/14/18	2/4/19	
IR-207	Irrigation Plan	9/14/18	2/4/19	



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Sheet Number	Description	Date	Revision	Stamp
IR-208	Irrigation Plan	9/14/18	2/4/19	
IR-209	Irrigation Plan	9/14/18	2/4/19	
IR-211	Irrigation Plan	9/14/18	2/4/19	
IR-212	Irrigation Plan	9/14/18	2/4/19	
IR-213	Irrigation Plan	9/14/18	2/4/19	
IR-214	Irrigation Plan	9/14/18	2/4/19	
IR-215	Irrigation Plan	9/14/18	2/4/19	
IR-216	Irrigation Plan	9/14/18	2/4/19	
IR-217	Irrigation Plan	9/14/18	2/4/19	
IR-301	Irrigation Details	9/14/18	2/4/19	
IR-302	Irrigation Details	9/14/18	2/4/19	
IR-303	Irrigation Details	9/14/18	2/4/19	
IR-304	Irrigation Details	9/14/18	2/4/19	
IR-305	Irrigation Details	9/14/18	2/4/19	
Irrigation Details Irrigation Details Irrigation Details Lake & Pump Plans				
LP-101	Lake Plumbing Schedule & Notes	9/14/18	2/4/19	
LP-201	Lake Plumbing & Pump Plan	9/14/18	2/4/19	
LP-202	Lake Plumbing & Pump Plan	9/14/18	2/4/19	
LP-301	Lake Section and Aquatic Planting Details	9/14/18	2/4/19	
LP-302	Lake Edge & Liner Details	9/14/18	2/4/19	
LP-303	Lake Edge & Liner Details	9/14/18	2/4/19	
LP-304	Intake Line Section	9/14/18	2/4/19	
LP-305	Lake Plumbing Details	9/14/18	2/4/19	
LP-306	Lake Plumbing Details	9/14/18	2/4/19	
LP-307	Lake Liner Details	9/14/18	2/4/19	
LP-308	Lake Plumbing Details- Pump Yard Enclosure Gate Details	9/14/18	2/4/19	
LP-401	Pump Yard Site Plan	9/14/18	2/4/19	
LP-401	Pump Yard Site Plan	9/14/18	2/4/19	
LP-403	Pump Section	9/14/18	2/4/19	
LP-404	PUMP ISOMETRIC VIEWS	9/14/18	2/4/19	
LP-405	PUMP ISOMETRIC VIEWS	9/14/18	2/4/19	
LP-406	MISCELLANEOUS PUMP DETAILS	9/14/18	2/4/19	
ELECTRICAL SITE PLANS				
SE-100	SITE ELECTRICAL NOTES	9/14/18	2/1/19	
SE-101	KEY MAP	9/14/18	2/1/19	
SE-200	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-201	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-202	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-203	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-204	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-205	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-206	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-207	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-208	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-209	ELECTRICAL SITE PLANS	9/14/18	2/1/19	
SE-300	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-301	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-302	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-303	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-304	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-305	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-306	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	



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Sheet Number	Description	Date	Revision	Stamp
SE-307	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-308	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-309	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-310	ELECTRICAL SITE DETAILS	9/14/18	2/1/19	
SE-400	PHOTOMETRIC ANALYSIS	9/14/18	2/1/19	
SE-401	PHOTOMETRIC ANALYSIS	9/14/18	2/1/19	
SE-402	PHOTOMETRIC ANALYSIS	9/14/18	2/1/19	
SE-403	PHOTOMETRIC ANALYSIS	9/14/18	2/1/19	
SE-404	PHOTOMETRIC ANALYSIS	9/14/18	2/1/19	
ARCHITECTURAL GENERAL SHEETS				
G-110	CODE PLAN		1/31/19	1/31/19
G-900	SHEET SPECIFICATIONS		1/31/19	1/31/19
A-100	MAINTENANCE YARD PLAN		1/31/19	1/31/19
A-210	FLOOR PLANS		1/31/19	1/31/19
A-211	REFLECTED CEILING PLANS		1/31/19	1/31/19
A-212	INTERIOR ELEVATIONS		1/31/19	1/31/19
A-220	ROOF PLAN		1/31/19	1/31/19
A-300	BUILDING ELEVATIONS		1/31/19	1/31/19
A-301	BUILDING ELEVATIONS		1/31/19	1/31/19
A-400	BUILDING SECTIONS		1/31/19	1/31/19
A-401	BUILDING SECTIONS		1/31/19	1/31/19
A-600	DOOR DETAILS		1/31/19	1/31/19
A-700	WALL TYPES & DETAILS		1/31/19	1/31/19
A-701	DETAILS		1/31/19	1/31/19
A702	DETAILS		1/31/19	1/31/19
GENERAL STRUCTURAL NOTES				
S001	GENERAL STRUCTURAL NOTES			2/1/19
S002	GENERAL STRUCTURAL NOTES			2/1/19
S011	TYPICAL FOUNDATION SECTIONS & DETAILS			2/1/19
S012	TYPICAL FOUNDATION SECTIONS & DETAILS			2/1/19
S013	TYPICAL SITE DETAILS			2/1/19
S021	TYPICAL MASONRY SECTIONS & DETAILS			2/1/19
S031	TYPICAL FRAMING SECTIONS & DETAILS			2/1/19
S061	SSI TABLES			2/1/19
S062	SSI TABLES AND SCHEDULES			2/1/19
S101	RESTROOM FOUNDATION PLANS			2/1/19
S102	COMMUNITY PAVILLION FOUNDATION PLAN			2/1/19
S301	RESTROOM ROOF FRAMING PLANS			2/1/19
S302	COMMUNITY PAVILLION ROOF FRAMING PLAN			2/1/19
S401	FOUNDATION SECTIONS AND DETAILS			2/1/19
S601	FRAMING SECTIONS AND DETAILS			2/1/19
ELECTRICAL SPECIFICATIONS				
E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS	11/23/18	2/4/19	2/1/19
E001	ELECTRICAL SPECIFICATIONS	11/23/18	2/4/19	2/1/19
E002	ELECTRICAL LIGHTING CUT SHEETS	11/23/18	2/4/19	2/1/19
E003	ELECTRICAL LIGHTING AND CUT SHEETS	11/23/18	2/4/19	2/1/19
E100	ELECTRICAL OVERALL SITE POWER PLANS	11/23/18	2/4/19	2/1/19
E200	ELECTRICAL POWER AND LIGHTING PLANS	11/23/18	2/4/19	2/1/19
E201	ELECTRICAL POWER PLANS	11/23/18	2/4/19	2/1/19
E301	ELECTRICAL LIGHTING PLANS	11/23/18	2/4/19	2/1/19
E400	ELECTRICAL ONE LINE DIAGRAM	11/23/18	2/4/19	2/1/19
M100	MECHANICAL LEGEND AND NOTES	11/23/18	2/4/19	2/1/19

[illegible]

EXHIBIT 3
TO
SECOND AMENDMENT
TO
DESIGN - BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYDON BUILDING CORP

[Clarifications]

See following page.

Avondale Festival Fields
95% CD
RECAP

3.22.19



PROJECT DATA

Developed Site Area (approximate)

95% CD Plans dated 2.4.19

	95% CD
GMP 1 Reconciliation	(\$283,039)
GMP 2	\$9,331,591
Subtotal	\$9,048,552
CA Fees	\$101,800
GMP 2 Owner Contingency without Markups (nic above)	\$100,000
Total GMP 2	\$9,250,352
Sub Total GMP 1	\$8,451,099
Owner Contingency without Markups (nic above)	\$100,000
TOTAL GMP	\$8,551,099
Total GMP 1 and 2 w/ Owner Contingency & CA Fees	\$17,801,451

Add Alternates

Add for 5 row bleachers in lieu of 3 row bleachers	\$8,669
Synthetic Grass at Fields with Drainage and Irrigation System in lieu of Sod	\$1,559,552

Clarifications

GMP 2

- 1 Includes Sod in lieu of Hydro turf to ensure grass is green on opening day
- 2 The agreed to labor rates indicated in the attached detail of General Conditions and schedule of labor rates include all customary payroll cost and fringe benefits and are fixed to determine labor costs as defined in the design/Build agreement

The following items are not included:

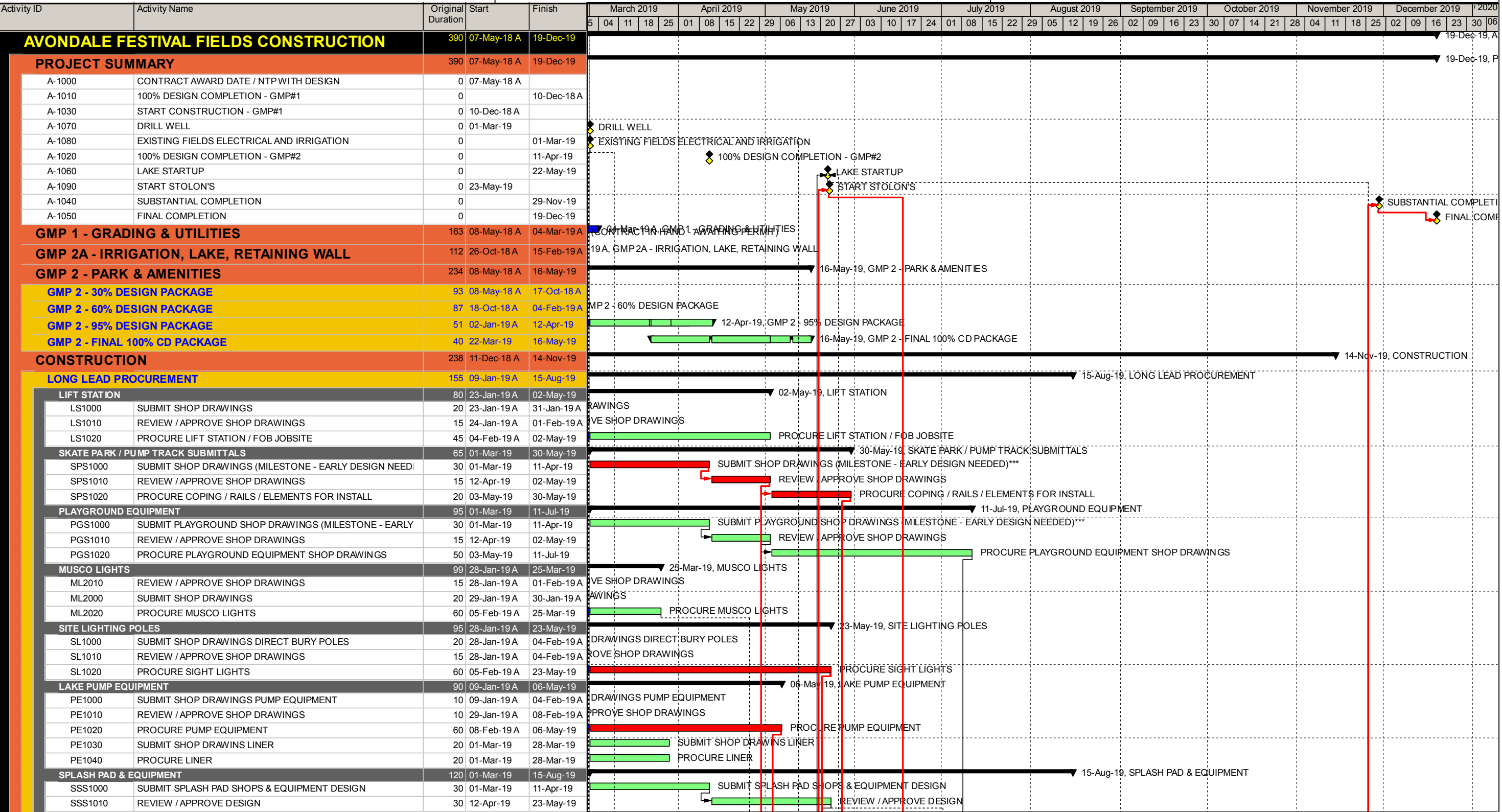
- Governmental or utility company permits and fees of any type.
- Preconstruction and/or design fees
- Sales taxes (assumed tax exempt)
- Testing and special inspections
- Furniture, fixtures and equipment (except as noted)
- Televisions or Monitors
- Fire proofing (not required per current code analysis)
- Data and telecommunication equipment
- Emergency power
- Relamping of lighting at 3 existing fields
- Microwave
- Meeting table and chairs
- Refrigerator and ice maker
- Flammable Storage cabinets
- Window Coverings
- 8" DIP CL350 Water Main (550 LF)
- Fiber cabling as this is understood by Owner
- Work associated with existing restroom

EXHIBIT 4
TO
SECOND AMENDMENT
TO
DESIGN - BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYDON BUILDING CORP

[Substantial Completion Date and Schedule]

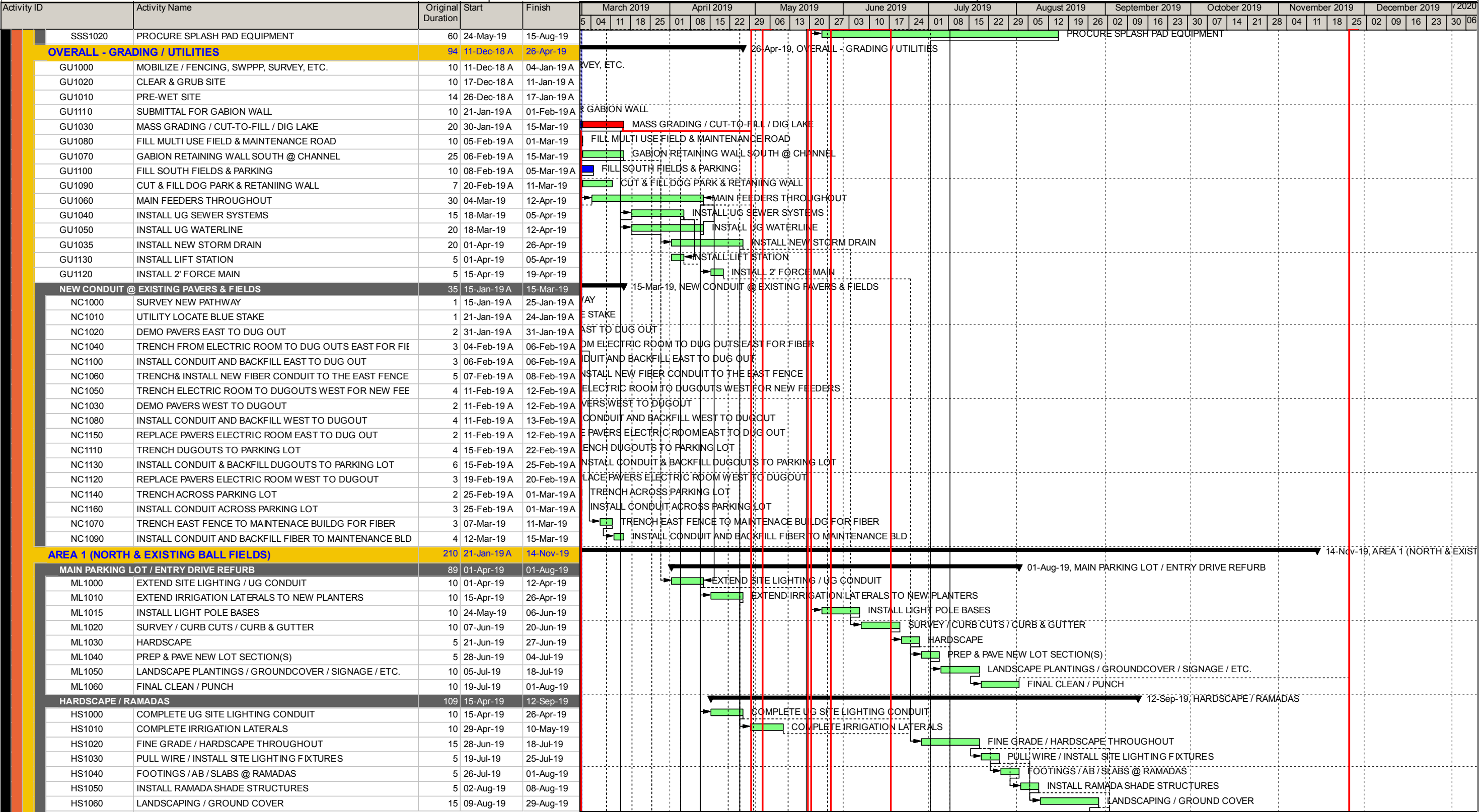
See following pages.

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

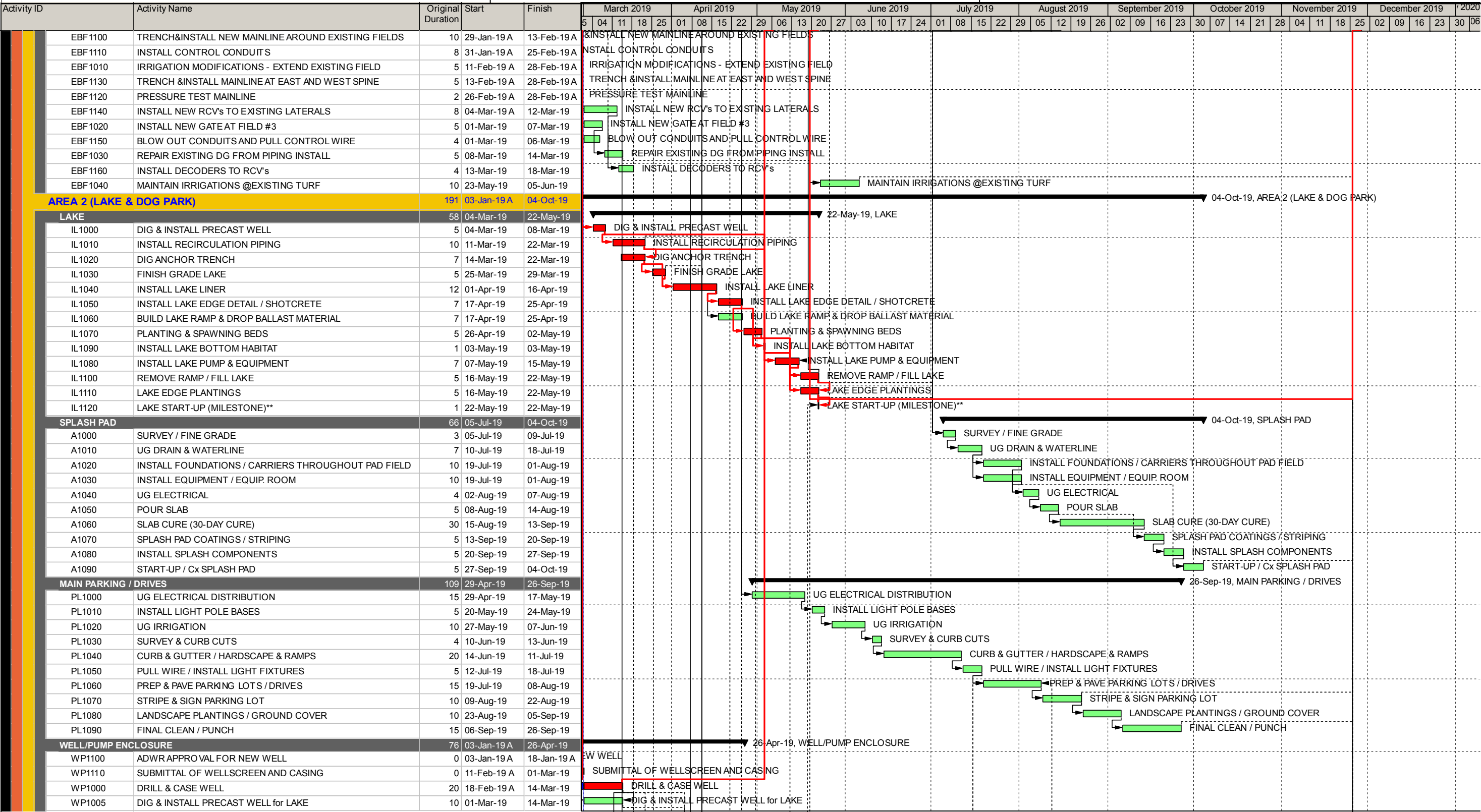
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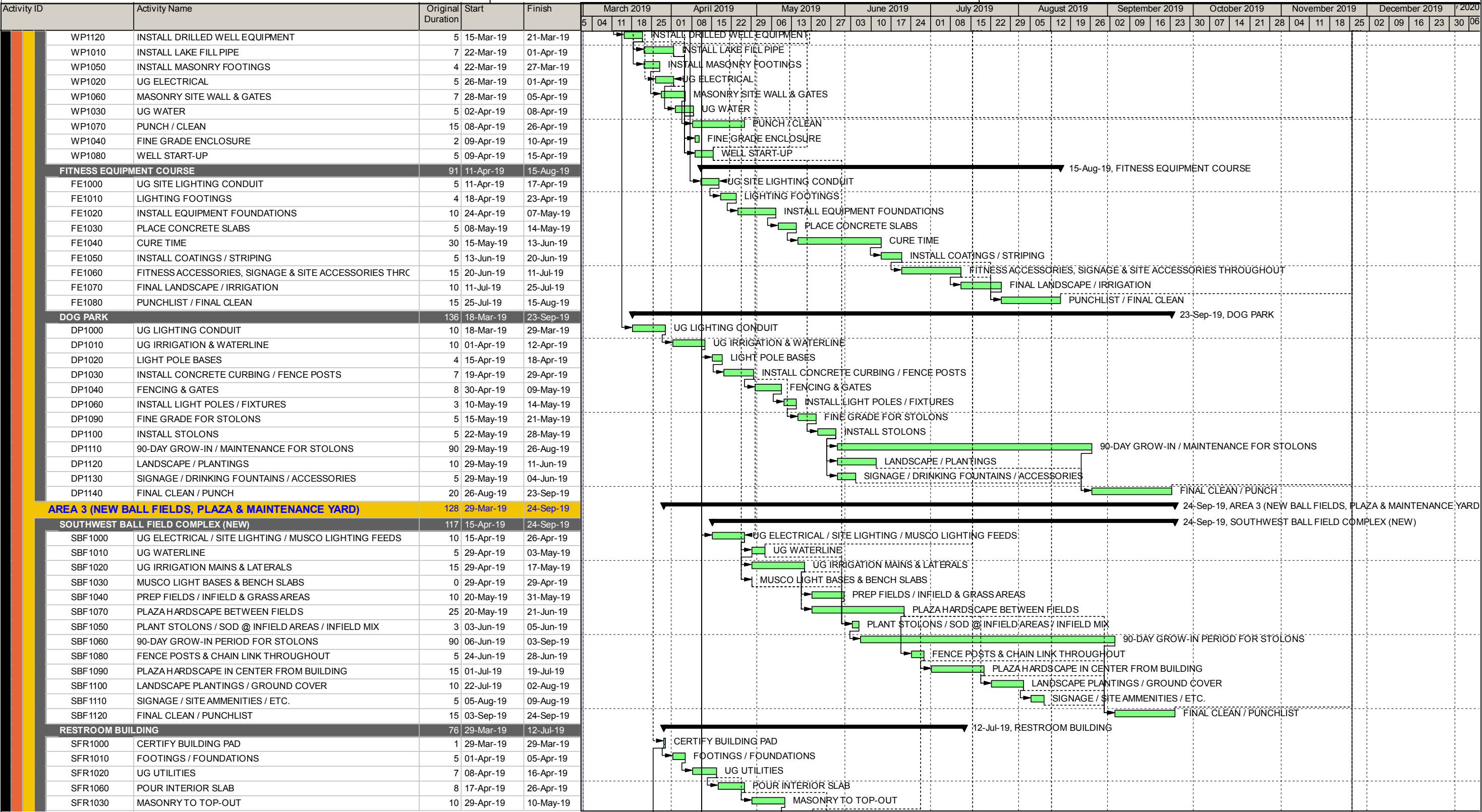
 Remaining Work
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  Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS CONSTRUCTION

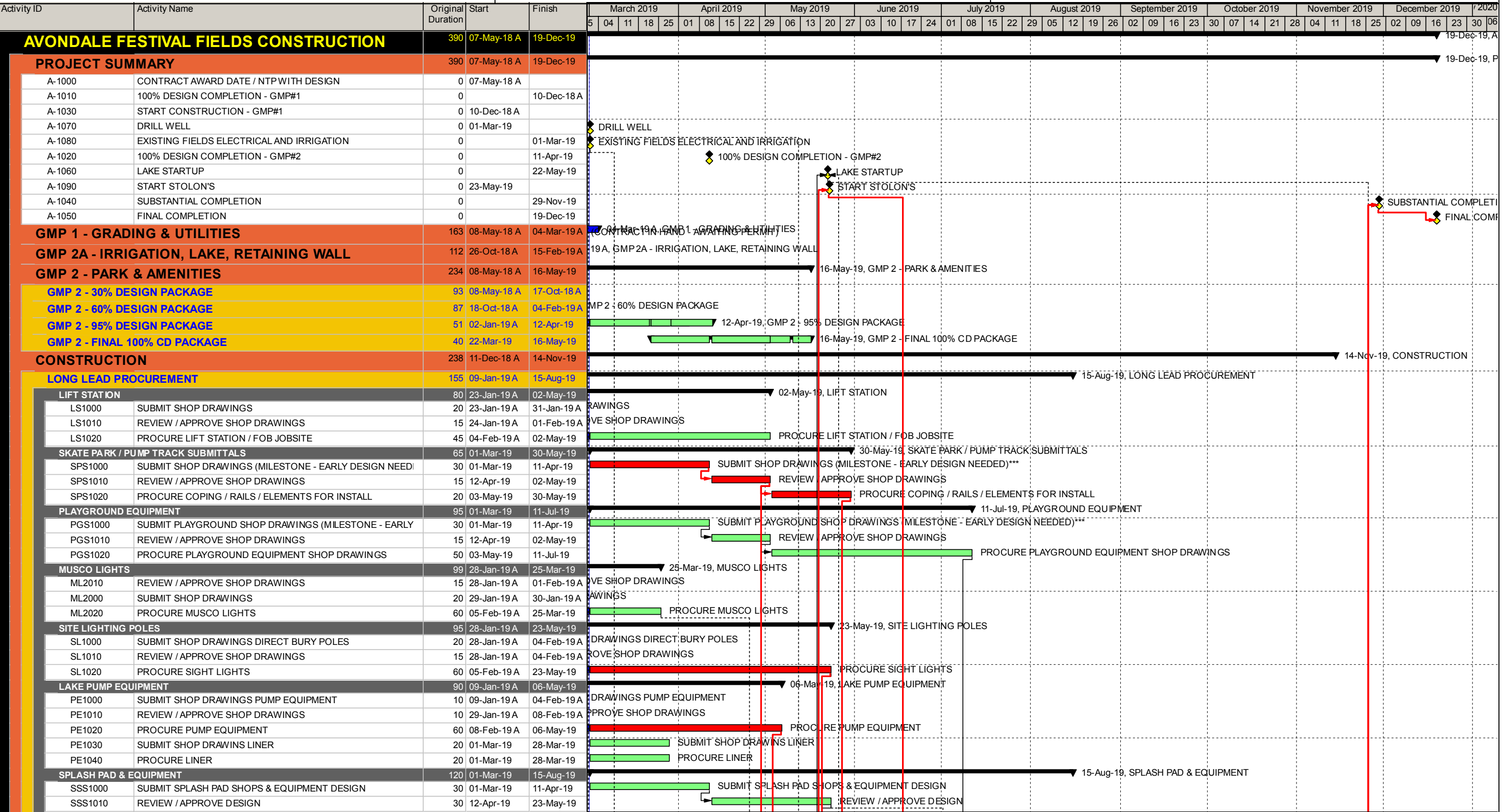
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EXHIBIT D
TO
DESIGN - BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Master Schedule]

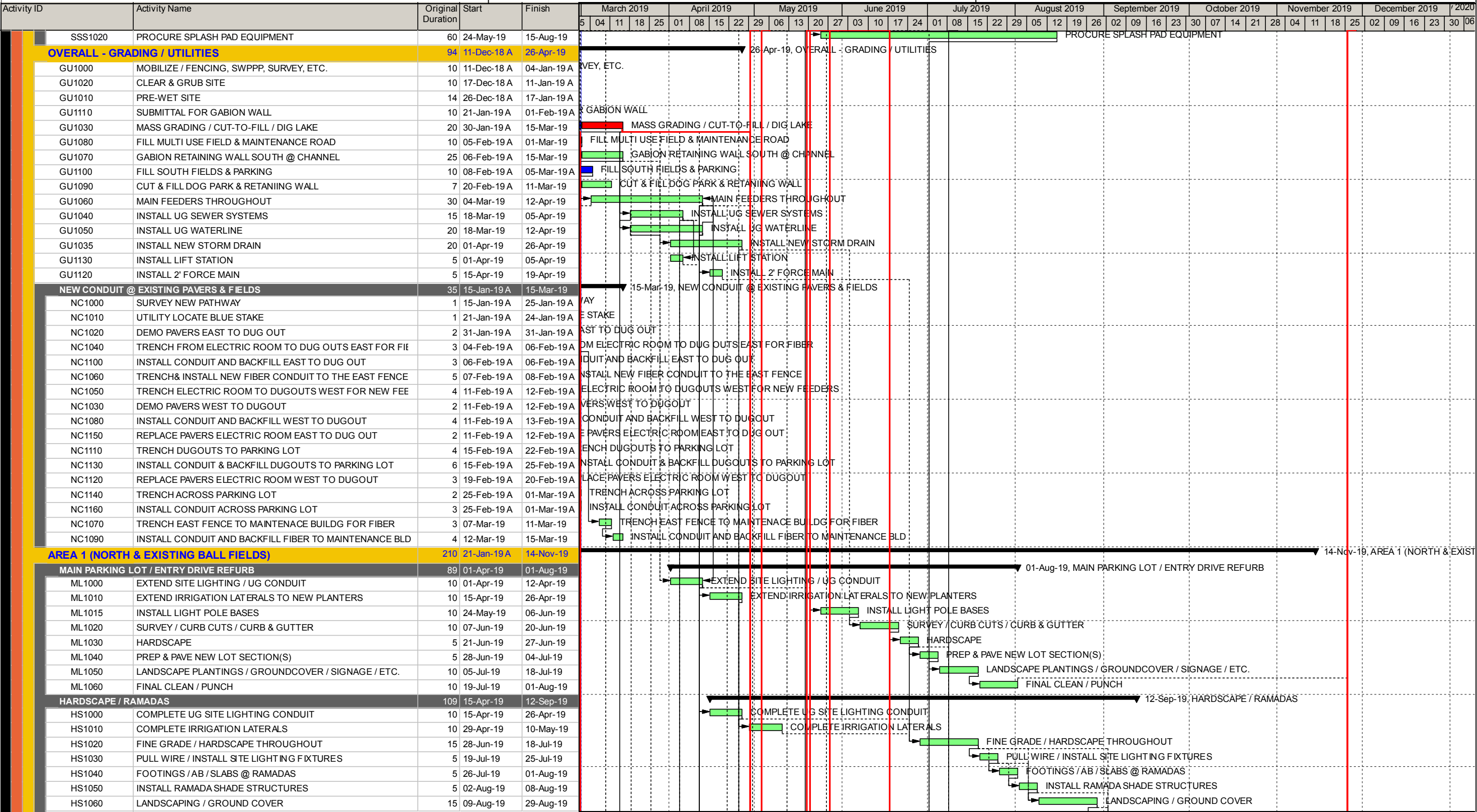
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AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

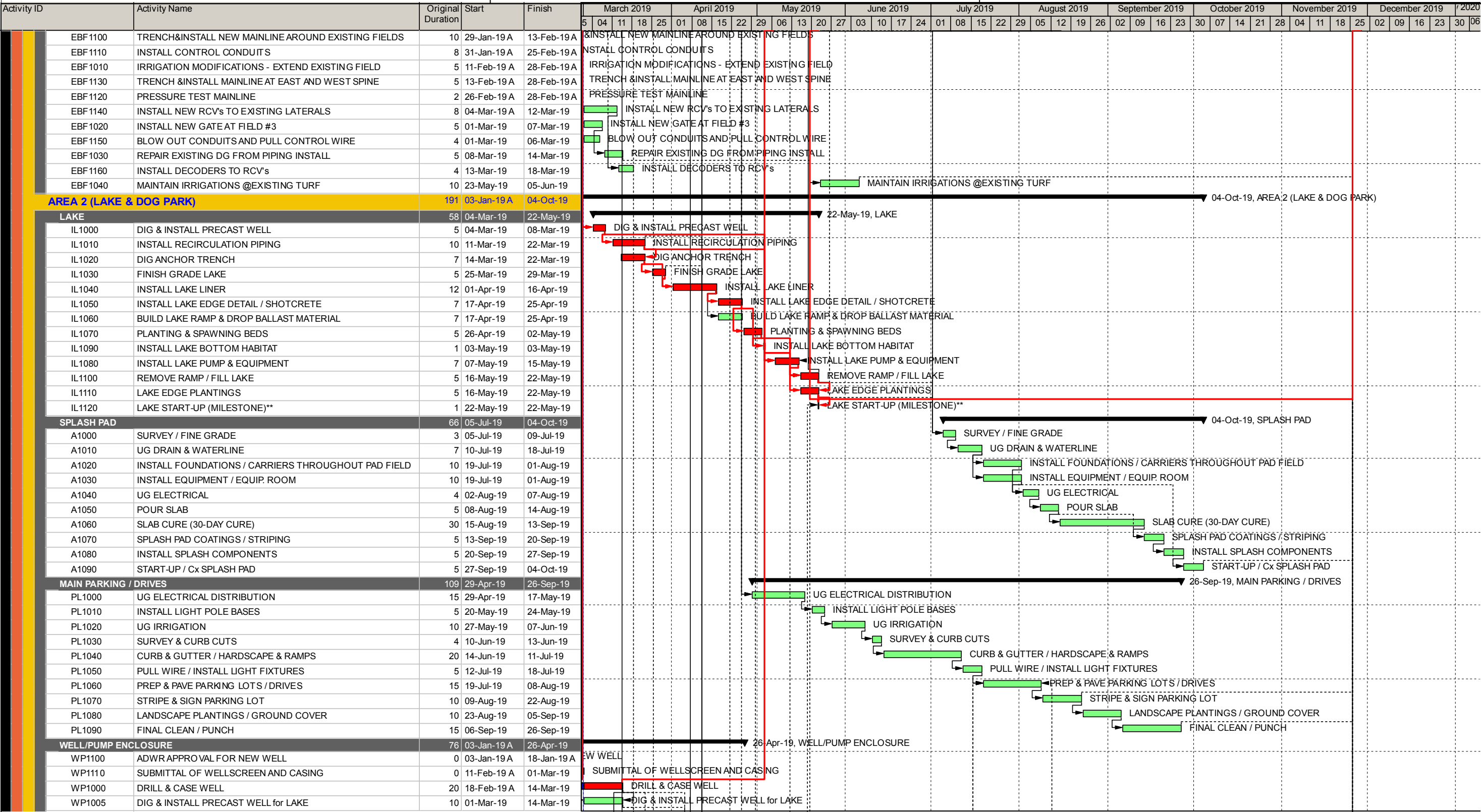
AVONDALE FESTIVAL FIELDS CONSTRUCTION

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 Actual Work
 Critical Remaining Work
 Milestone

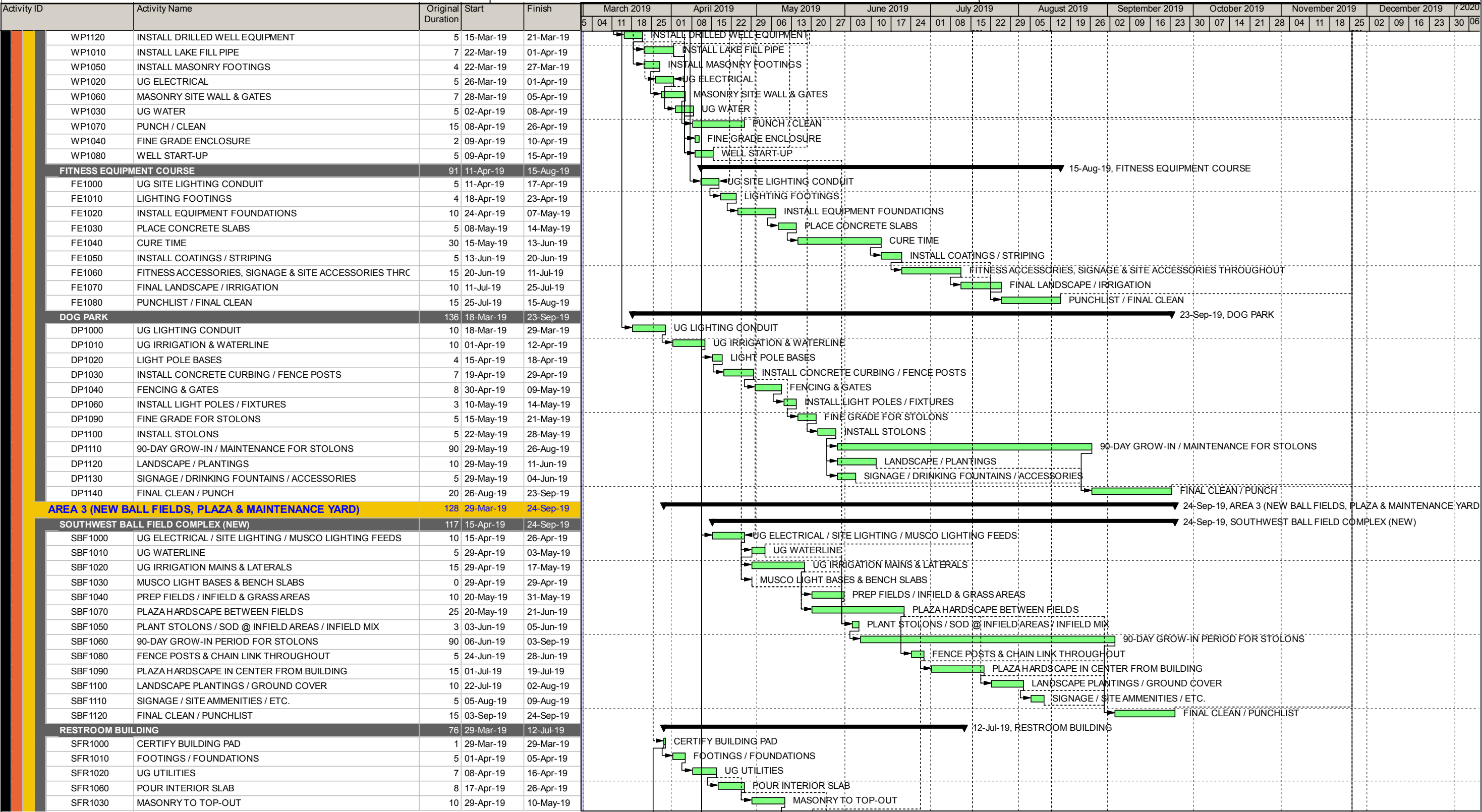
 Remaining Work
  Baseline Milestone
  Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS
CONSTRUCTION



Actual Work Critical Remaining Work Milestone
Remaining Work Baseline Milestone Summary

AVONDALE FESTIVAL FIELDS CONSTRUCTION

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CITY COUNCIL REPORT

SUBJECT: Minor Land Division - Avondale Recycling - Application PL-18-0332

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. Adrian Barraza, Basurto General Contractor, for approval of a Minor Land Division for 1.5 net acres of property located on the southwest corner of Brinker Drive and Eliseo C. Felix Jr. Way. The proposed Minor Land Division will dedicate an 8' public utility easement (PUE) adjacent to both Brinker Drive and Eliseo C. Felix Jr. Way, and a 15'x15' right-of-way visibility triangle at the intersection of Brinker Drive and Eliseo C. Felix Jr. Way. The Council will take appropriate action.

BACKGROUND:

The site is zoned A-1 (General Industrial) and is currently vacant land. The parcel is approximately 1.5 acres located at the southwest corner of Brinker Drive and Eliseo C. Felix Jr. Way (Exhibits A and B). On October 15, 2018, City Council approved a Conditional Use Permit for a recycling facility in case PL-18-0101. The recycling facility specializes in scrap metal that is temporarily stored and transferred to another facility.

The existing uses and zoning of the surrounding properties are as follows:

- NORTH: Avondale Recycling's existing business and a mobile home park.
- SOUTH: Vacant, undeveloped property that is zoned A-1 (General Industrial).
- EAST: Vacant, undeveloped property that is zoned A-1 (General Industrial).
- WEST: Vacant, undeveloped property that is zoned A-1 (General Industrial).

This Minor Land Division application is being processed to dedicate an 8' public utility easement (PUE) adjacent to both Brinker Drive and Eliseo C. Felix Jr. Way, and a 15'x15' right-of-way visibility triangle at the intersection of Brinker Drive and Eliseo C. Felix Jr. Way.

PUBLIC PARTICIPATION:

Public notification is not required for Minor Land Division applications.

DISCUSSION:

The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

Approval of the Minor Land Division conforms to the boundaries of the conceptual site plan approved with the Conditional Use Permit for the recycling facility and dedicates right-of-way and easements to accommodate future improvements by the property owner to Brinker Drive and Eliseo C. Felix Jr. Way.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

BUDGET IMPACT:

There will be no budget impact as a result of this approval.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0332 as part of the April 8, 2019 consent agenda.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-18-0332, a request for approval of a Minor Land Division, for property located at the southwest corner of Brinker Drive and Eliseo C. Felix Jr. Way.

ATTACHMENTS:

Exhibit A – Aerial Photograph
Exhibit B – Zoning Vicinity Map
Exhibit C – Proposed Minor Land Division

PROJECT MANAGER:

Byron Easton, Senior Planner (623) 333-4020

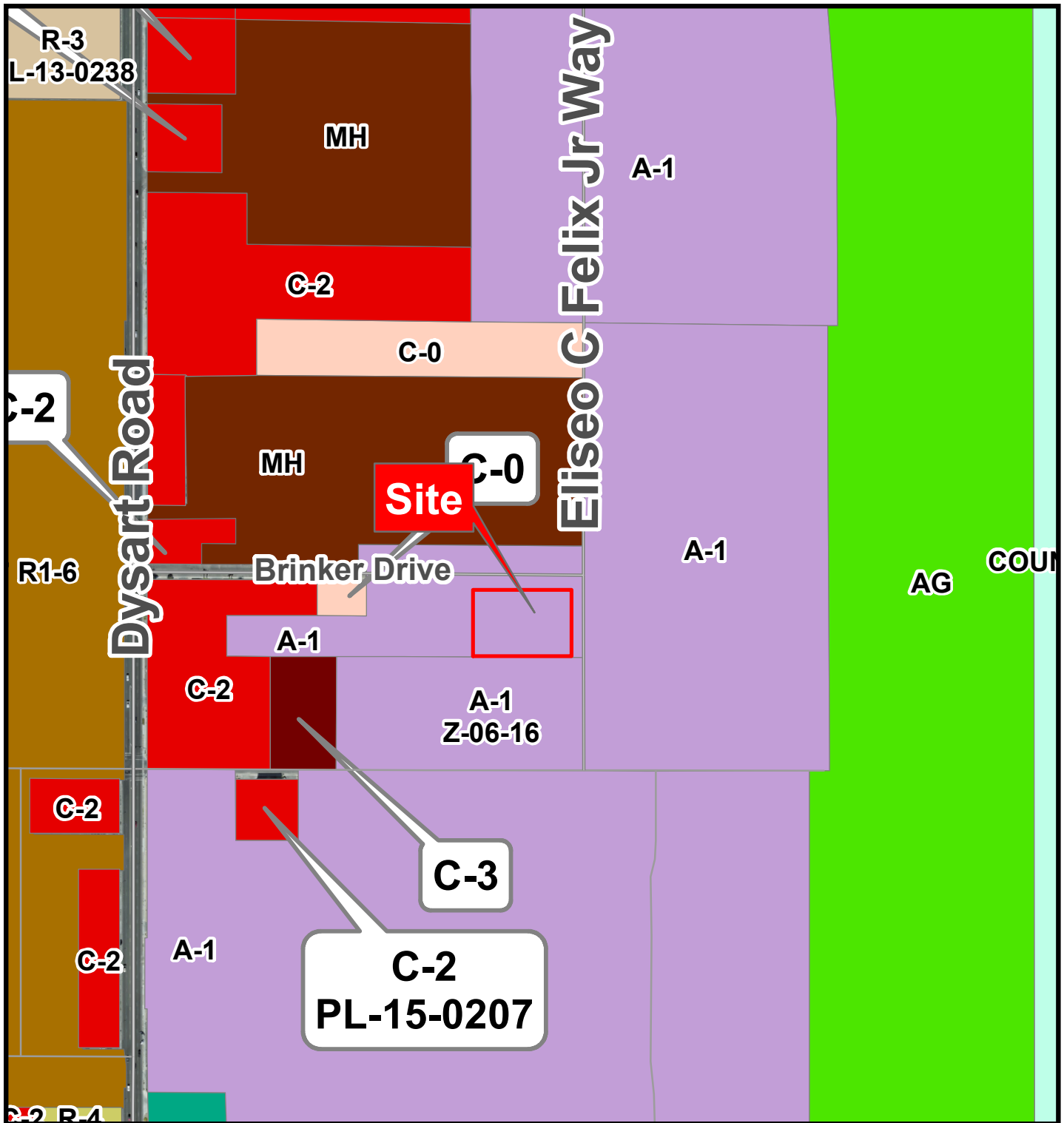


Aerial Photograph



 Subject Property





Zoning Vicinity Map



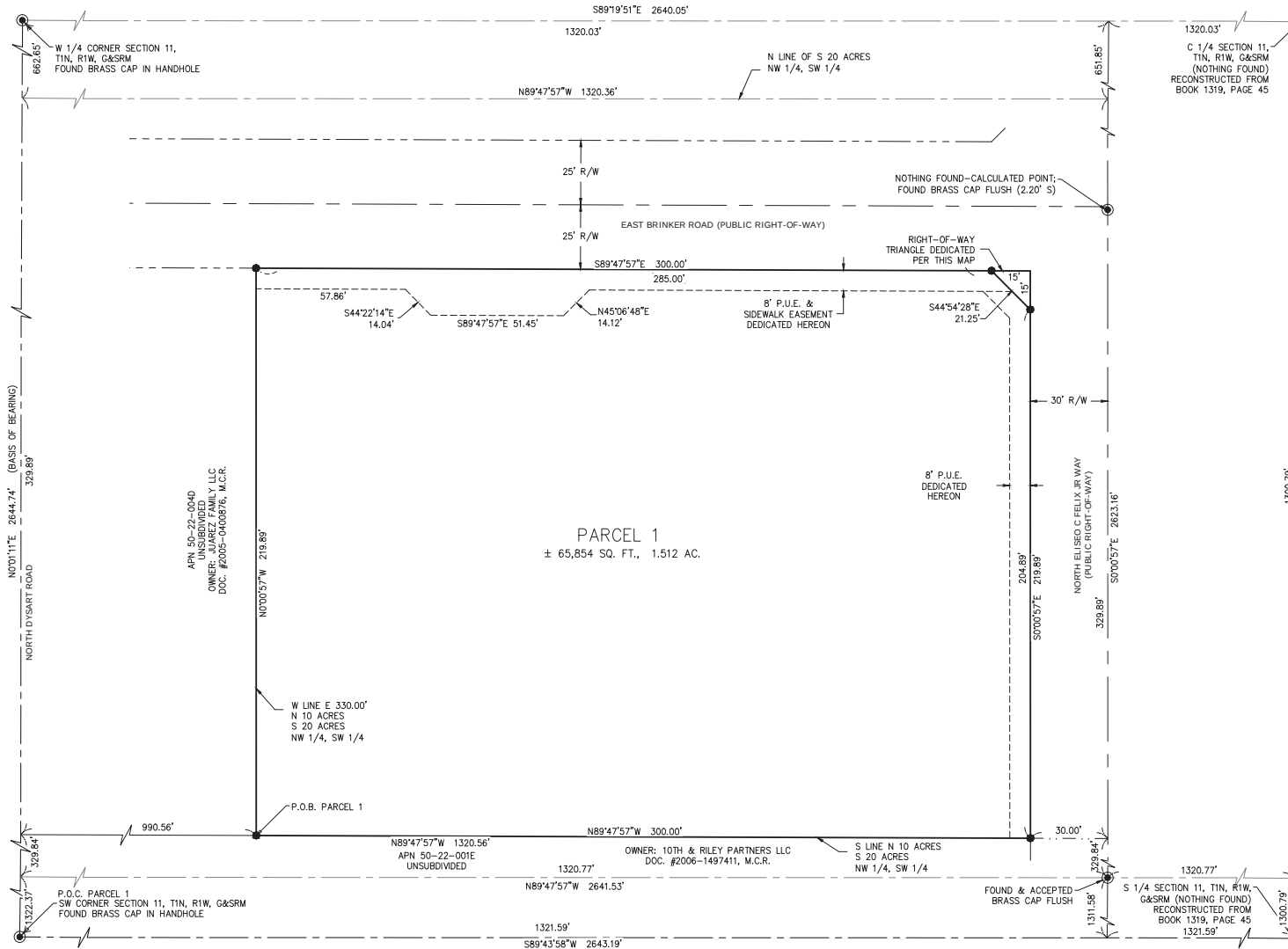
Subject Property



MINOR LAND DIVISION MAP

PARCEL 1
OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

EXHIBIT C



LEGEND:

	SUBJECT PARCEL LINE
	SECTION LINE
	MATHEMATICAL TIE LINE
	CENTERLINE
	RIGHT-OF-WAY LINE
	SURVEY MONUMENT AS NOTED
	REBAR W/ CAP 47290 TO BE SET
	MARICOPA COUNTY RECORDS
	DOCUMENT NUMBER
	ASSESSOR PARCEL NUMBER
	RIGHT-OF-WAY
	MARICOPA COUNTY RECORDER
	PUBLIC UTILITY EASEMENT



ABEL & ASSOCIATES, LLC

5045 W BASELINE RD A105-154
LAVEN, AZ 85339
602.501.6957
ABELB@ABEL-LAND.COM

SHEET #	SHEET NUMBER
2_OF_2	DRAWN BY: AM
A & A JOB #	SURVEYED BY: OL/AB
18009-1	



CITY COUNCIL REPORT

SUBJECT: Resolution 3541-319 - Naming of the Care1st Avondale Resource and Senior Center Building

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director (623) 333-1611

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3541-319, naming the building that will house the City's Care1st Avondale Resource and Senior Center in honor of former Mayor Marie Lopez Rogers. The Council will take the appropriate action.

BACKGROUND:

The City Council has authorized funding for the design and construction of a new a new facility in Historic Avondale to house the Care1st Avondale Resource Center and the Avondale Senior Center. Construction of the building is slated for FY 2020. The proposed new modern facility is intended to replace two aging buildings that have outlived their purpose.

DISCUSSION:

In 2008, the City entered into an agreement with Care1st Health Plan of Arizona to receive financial support for the creation of the Care1st Avondale Resource & Housing Center. First Things First, the statewide public funding source for early childhood education, has also provided funding to support services at the resource center since 2009. The Center is an award-winning, multifaceted hub for human services, established through an innovative public and private partnership between Care1st Health Plan Arizona and the City of Avondale. It is anticipated that the name of the Resource Center will continue to reflect the important role of this public/private partnership between the City and Care1st.

The Avondale Council has previously taken steps to name public buildings after individuals who have made significant contributions to the community. The Randall McDaniel Sports Complex, which houses the American Sports Centers, was named for the acclaimed athlete and NFL Hall of Fame inductee who grew up in Avondale and continues to credit his hometown for his success. Meanwhile, the City Council voted to name the City's Water Reclamation facility after Charles M. Wolf, a former City Councilmember and engineering professional, who played an integral role in providing input into the design of the facility.

Council has expressed a desire to take similar steps with regard to naming the Resource and Senior center building.

During her tenure on the Avondale City Council from 1996 to 2014, former Mayor Marie Lopez Rogers was a champion for promoting the well-being of all Avondale residents, especially the community's most vulnerable population. She was instrumental in advocating for the formation of the Neighborhood and Family Services Department, which oversees the Care1st Resource Center, as well as the Senior Center. Through her leadership and commitment to increasing education opportunities for the city's youngest residents, Mayor Lopez Rogers embraced the Kids At Hope philosophy, driving Avondale to become the first Kids At Hope City in the nation.

Mayor Lopez Rogers brought recognition to Avondale when she rose in the ranks at the national level, serving as President of the National League of Cities, and was recognized as a leader in public service, receiving numerous awards and recognitions, including the Public Service Award by the Hispanic Leadership Institute-West, the Valle Del Sol Profiles of Success Special Recognition Award and the Jacque Steiner Public Leadership Award.

Naming the Resource Center and Senior Center building will serve to recognize the contributions of former Mayor Marie Lopez Rogers for fostering a spirit of unity and compassion and for Making Lives Better for the residents of Avondale.

BUDGET IMPACT:

N.A. for this item.

RECOMMENDATION:

Council is asked to consider a Resolution naming the building that will house the Care1st Avondale Resource Center and the Avondale Senior Center after former Mayor Marie Lopez Rogers.

RESOLUTION NO. 3541-419

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, NAMING THE BUILDING WHICH WILL HOUSE THE CITY'S RESOURCE & SENIOR CENTER IN HONOR OF FORMER MAYOR MARIE LOPEZ ROGERS.

WHEREAS, Mayor Marie Lopez Rogers served in the capacity of Avondale Council Member and Vice Mayor from January 1996 to 2006 whereupon she was appointed as the City's 19th Mayor, serving in that capacity till May of 2014; and

WHEREAS, during her tenure she represented Avondale with leadership roles on numerous regional committees, including the Maricopa Association of Governments, the League of Arizona Cities and Towns, the Greater Phoenix Economic Council, the Luke West Valley Council and others; and

WHEREAS, Mayor Lopez Rogers rose in the ranks at the national level, serving as President of the National League of Cities; and

WHEREAS, Mayor Lopez Rogers was recognized as a leader in public service and was awarded, among several awards, the Public Service Award by the Hispanic Leadership Institute-West, the Valle Del Sol Profiles of Success Special Recognition Award and the Jacque Steiner Public Leadership Award, and

WHEREAS, through her leadership and commitment to increasing education opportunities for our youngest residents, Mayor Lopez Rogers embraced the Kids At Hope philosophy, making Avondale the first Kids at Hope city nationwide, and

WHEREAS, during her tenure in public service, Mayor Lopez Rogers was a champion for promoting the well-being of all Avondale residents, especially the city's most vulnerable population, thus prompting the City to establish the Neighborhood and Family Services Department, and

WHEREAS, she continued her commitment to human services by advocating and supporting the City's partnership with Care1st Health Plan of Arizona to form a Resource Center dedicated to helping residents of the Southwest Valley through a variety of housing and human services, and

WHEREAS, the City of Avondale will continue its partnerships with Care1st and First Things First to build a new Resource Center that will be the hub for health, human and housing, and

WHEREAS, the City Council has committed funding to construct a dedicated facility that will expand the City's capability to serve the human service needs of residents, and

WHEREAS, the Avondale City Council seeks to honor the contributions of former Mayor Marie Lopez Rogers for Making Lives Better for the residents of Avondale by fostering a spirit of unity and compassion.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to name the building that will house the City's Resource and Senior Center in honor of Mayor Marie Lopez Rogers.

PASSED AND ADOPTED by the Council of City of Avondale, April 8, 2019

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney



CITY COUNCIL REPORT

SUBJECT: Results of the 2018 Citizen Survey

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Pier Simeri, Community Relations (623) 333-1611

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff, along with representatives from the National Research Center, Inc., will report on the results of the 2018 National Citizen Survey, conducted this past fall in Avondale.

BACKGROUND:

The National Citizen Survey (The NCS) is administered through the National Research Center, Inc. (NRC).

This is the second time that the City of Avondale has enlisted the services of NRC to conduct the survey to provide Council with a report about the "livability" of Avondale and to measure residents' satisfaction with city services.

DISCUSSION:

Avondale first participated in the NCS in 2016. The NCS captures residents' opinions within the three pillars of a community -- Community Characteristics, Governance and Participation -- across eight central facets of a community: Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation/Wellness, Education, and Community Engagement. The results are benchmarked among 500 communities around the country.

In October 2018, NRC mailed our surveys to selected households across the community. One hundred and seventy-seven (177) households responded to the mail-in survey. The survey was also offered to all Avondale residents to participate via an on-line option, and 1000 responses were received on-line. The survey was also available in Spanish, and featured a geographic comparison. NRC determined that the results of the mail-in and on-line surveys could be blended to provide valid data for its analysis.

In November 2018, NRC analyzed the results, and worked on preparing the results for presentation to Council.

Some of the survey findings are as follows:

- About three quarters of residents (79%) rated the quality of life in Avondale as excellent or good.

- Eight in 10 residents recommended Avondale as a place to live and planned to remain in Avondale.
- Positive ratings were given to Avondale as a place to live, the quality of neighborhoods and as a place to raise children.
- Within Community Characteristics, there were no decreases from 2016 to 2018, and evaluation of 15 aspects increased.
- Economic-related characteristics tended to be positive and seen as on the rise from 2016.
- About 6 in 10 residents gave high marks to the cost of living and to the availability of affordable quality housing in Avondale.
- Safety-related services received positive marks from a majority of residents; also, ratings for crime prevention and emergency preparedness increased from 2016 to 2018.
- Strong ratings were given to Avondale's fitness and recreational opportunities.

BUDGET IMPACT:

The cost for the 2018 NCS was \$19,925; \$20,000 was budgeted in City Administration for this initiative.

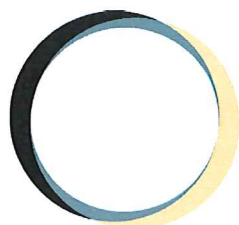
RECOMMENDATION:

A representative from the NRC will be available to discuss the findings of the survey with the City Council. This item is for information and discussion.

THE NCSTM
The National Citizen SurveyTM

Avondale, AZ
Community Livability Report

2018



NRC
National Research Center Inc

2955 Valmont Road Suite 300
Boulder, Colorado 80301
n-r-c.com • 303-444-7863



Leaders at the Core of Better Communities

777 North Capitol Street NE Suite 500
Washington, DC 20002
icma.org • 800-745-8780

Contents

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Quality of Life in Avondale.....	2
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About

The National Citizen Survey™ (The NCS) report is about the “livability” of Avondale. The phrase “livable community” is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions within the three pillars of a community (Community Characteristics, Governance and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement).

The Community Livability Report provides the opinions of a representative sample of 1,177 residents of the City of Avondale. The margin of error around any reported percentage is 3% for all respondents. The full description of methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.

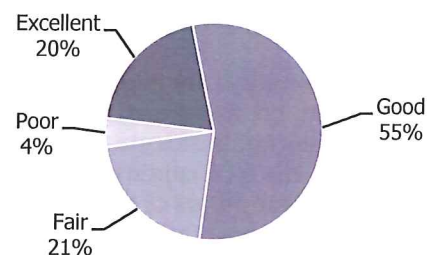


Quality of Life in Avondale

About three-quarters of residents rated the quality of life in Avondale as excellent or good. This rating was similar to the national benchmark comparison (see Appendix B of the *Technical Appendices* provided under separate cover).

Shown below are the eight facets of community. The color of each community facet summarizes how residents rated it across the three sections of the survey that represent the pillars of a community – Community Characteristics, Governance and Participation. When most ratings across the three pillars were higher than the benchmark, the color for that facet is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

Overall Quality of Life



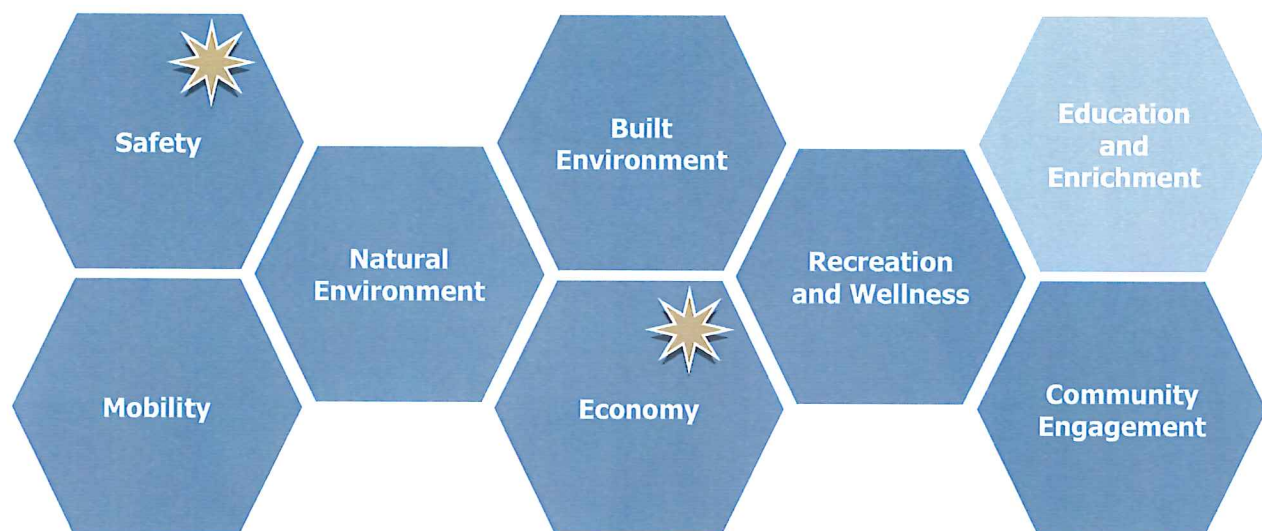
In addition to a summary of ratings, the image below includes one or more stars to indicate which community facets were the most important focus areas for the community. Residents identified Safety and Economy as priorities for the Avondale community in the coming two years. Ratings across both of these facets, and for almost all others tended to be strong and similar to the benchmarks. Ratings for Education and Enrichment tended to be lower than ratings observed in comparison communities. This overview of the key aspects of community quality provides a quick summary of where residents see exceptionally strong performance and where performance offers the greatest opportunity for improvement. Linking quality to importance offers community members and leaders a view into the characteristics of the community that matter most and that seem to be working best.

Details that support these findings are contained in the remainder of this Livability Report, starting with the ratings for Community Characteristics, Governance and Participation and ending with results for Avondale's unique questions.

Legend

- Higher than national benchmark
- Similar to national benchmark
- Lower than national benchmark

- Most important



Community Characteristics

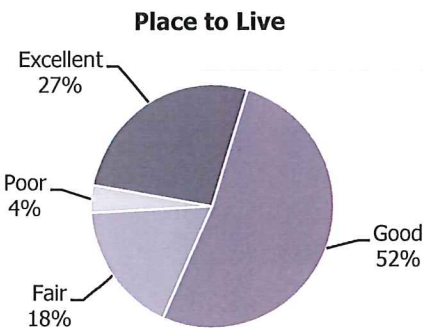
What makes a community livable, attractive and a place where people want to be?

Overall quality of community life represents the natural ambience, services and amenities that make for an attractive community. How residents rate their overall quality of life is an indicator of the overall health of a community. In the case of Avondale, 79% rated the City as an excellent or good place to live. Respondents' ratings of Avondale as a place to live were similar to ratings in other communities across the nation.

In addition to rating the City as a place to live, respondents rated several aspects of community quality including Avondale as a place to raise children and to retire, their neighborhood as a place to live, the overall image or reputation of Avondale and its overall appearance. A majority of residents gave high marks to each aspect, and most ratings were similar to the national benchmarks. The overall image of Avondale lagged behind comparison communities.

Delving deeper into Community Characteristics, survey respondents rated over 40 features of the community within the eight facets of Community Livability. Community affordability was felt to be one of Avondale's strengths. More than half of the survey respondents awarded high marks to affordable quality housing and the cost of living in Avondale and these ratings were higher than the national benchmarks. All aspects of Mobility and Recreation and Wellness received ratings on par with comparison communities and tended to be rated positively by most residents. While at least 6 in 10 residents positively rated each aspect of Safety; these ratings were lower

than the national averages. Avondale residents also gave ratings lower than the national averages to air quality, education and enrichment, cultural/arts/music activities and neighborliness.



Several aspects of Community Characteristics received improved ratings in 2018 compared to 2016 (see the *Trends over Time* report under separate cover). Most of the increased ratings occurred within the facets of Economy and Recreation and Wellness.

Percent rating positively (e.g., excellent/good)

Comparison to national benchmark
■ Higher ■ Similar ■ Lower

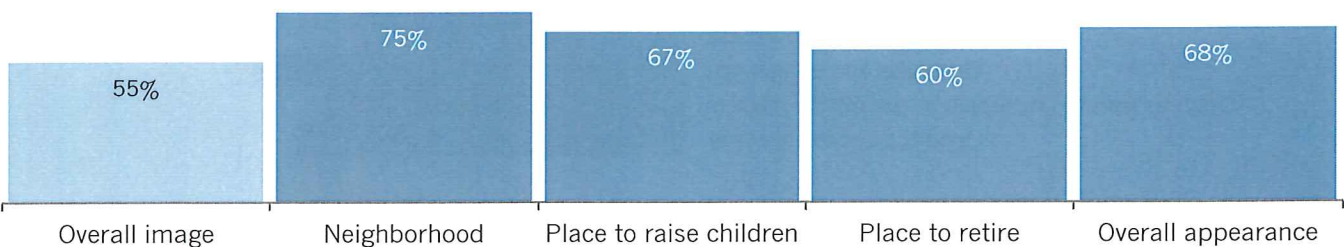
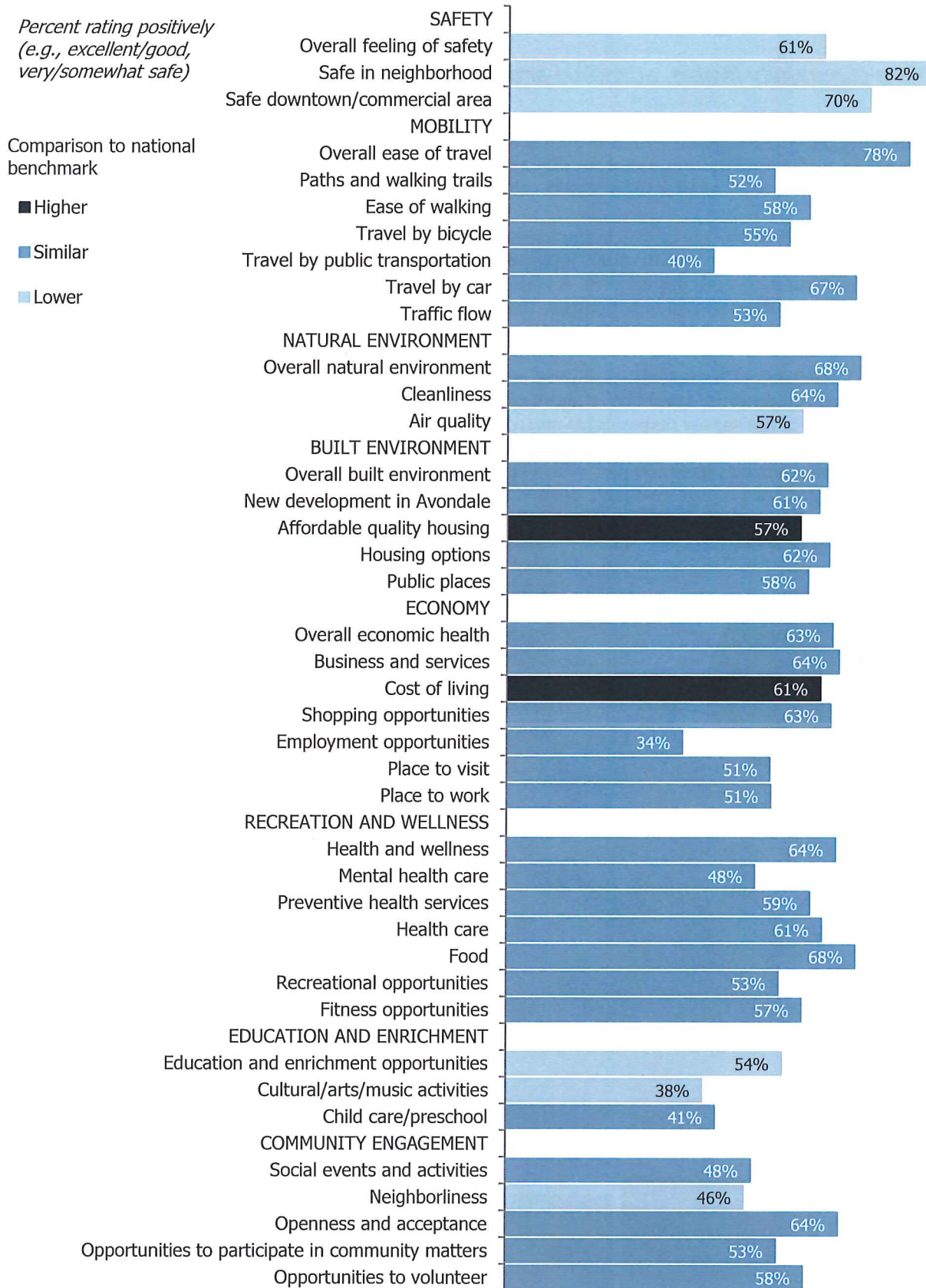


Figure 1: Aspects of Community Characteristics



Governance

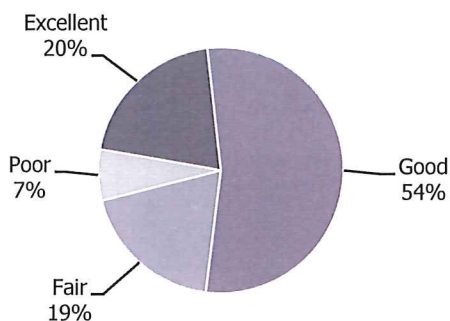
How well does the government of Avondale meet the needs and expectations of its residents?

The overall quality of the services provided by Avondale as well as the manner in which these services are provided is a key component of how residents rate their quality of life. About three-quarters of respondents gave excellent or good ratings to the overall quality of City services while about 4 in 10 gave excellent or good ratings to the Federal Government. Ratings for both levels of government were similar to the national benchmarks.

Survey respondents also rated various aspects of Avondale's leadership and governance. More than half of respondents gave positive ratings to all of these items and these ratings were similar to other communities across the nation. The overall quality of the customer service provided by Avondale employees received the highest ratings; about 7 in 10 respondents rated this service as excellent or good. All aspects remained stable from 2016 to 2018 with the exception of treating all residents fairly; this rating improved over time.

Respondents evaluated over 30 individual services and amenities available in Avondale. Almost all aspects received high marks from a majority of residents and were similar to the national benchmarks. The only exception to this was drinking water (44% excellent or good), which was lower than the benchmark. While most aspects of Governance remained stable from 2016 to 2018, there were some notable improvements and no ratings decreased. Avondale residents gave improved evaluations to crime prevention, emergency preparedness, traffic enforcement, street lighting, recreation programs and health services in 2018.

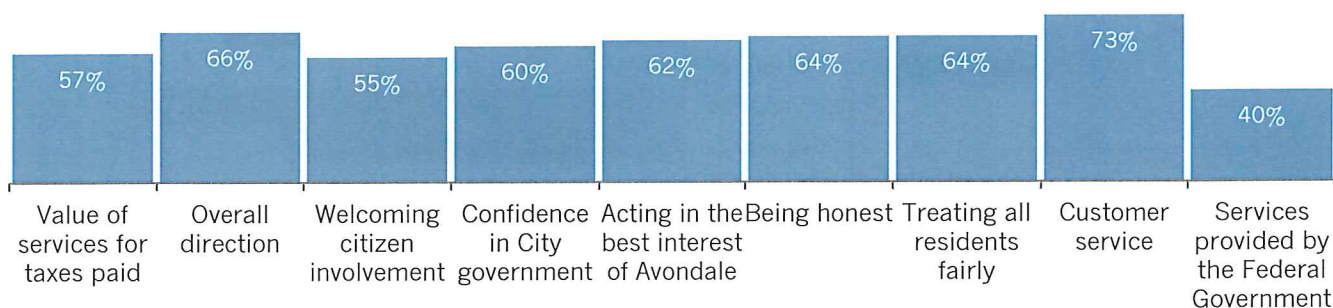
Overall Quality of City Services



Percent rating positively (e.g., excellent/good)

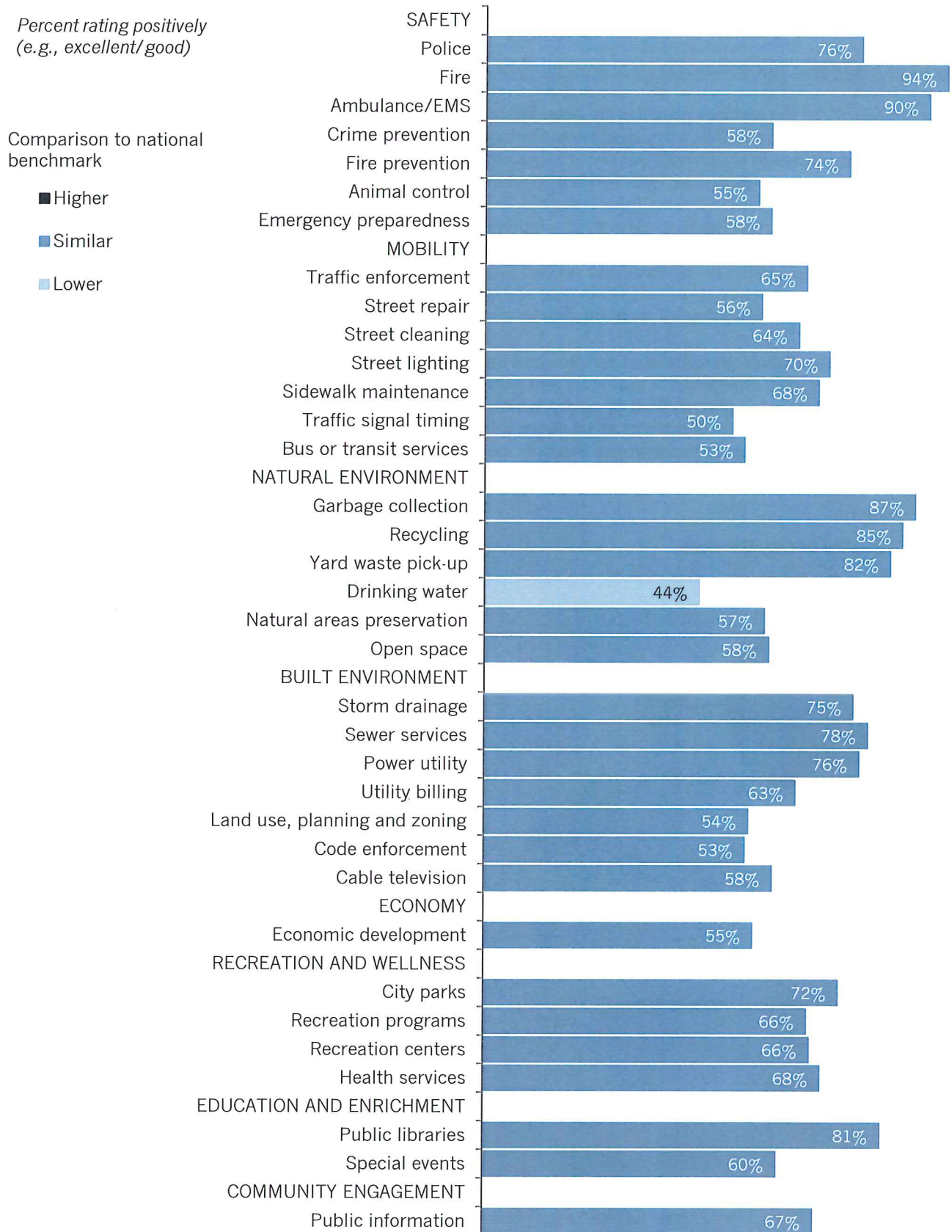
Comparison to national benchmark

■ Higher ■ Similar ■ Lower



The National Citizen Survey™

Figure 2: Aspects of Governance



Participation

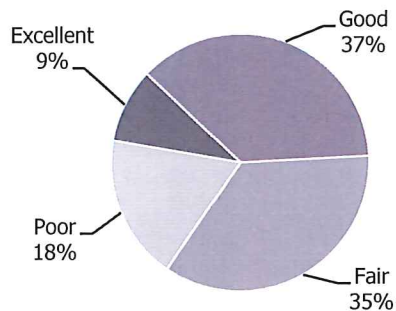
Are the residents of Avondale connected to the community and each other?

An engaged community harnesses its most valuable resource, its residents. The connections and trust among residents, government, businesses and other organizations help to create a sense of community, a shared sense of membership, belonging and history. Fewer than half of Avondale residents gave high marks to the overall sense of community and this rating was lower than ratings observed in comparison communities across the nation. About 8 in 10 residents planned to remain in Avondale and were likely to recommend living in Avondale. More residents reported that they were likely to recommend Avondale in 2018 compared to 2016.

The survey included over 30 activities and behaviors for which respondents indicated how often they participated in or performed each, if at all. Levels of Participation tended to vary widely across the different facets, making the benchmark comparisons useful for interpreting the results. Generally, participation rates tended to be similar to those observed in other communities except in the areas of Mobility and Education and Enrichment. Fewer survey respondents reported that they had used public transportation, walked or biked instead of driving, worked in Avondale, used Avondale recreation centers, used Avondale public libraries, attended a City-sponsored event, volunteered, participated in a club or had done a favor for a neighbor in the last 12 months compared to residents in comparison jurisdictions. Also fewer Avondale residents had NOT reported a crime, compared to residents nation-wide. At least 4 in 5 residents reported that they had conserved water, recycled, purchased goods or services in Avondale, talked or visited with their neighbors and voted in local elections in the last 12 months.

These high rates of participation were on par with the national benchmarks.

Sense of Community



Percent rating positively
(e.g., very/somewhat likely,
yes)

Comparison to national
benchmark

■ Higher ■ Similar ■ Lower

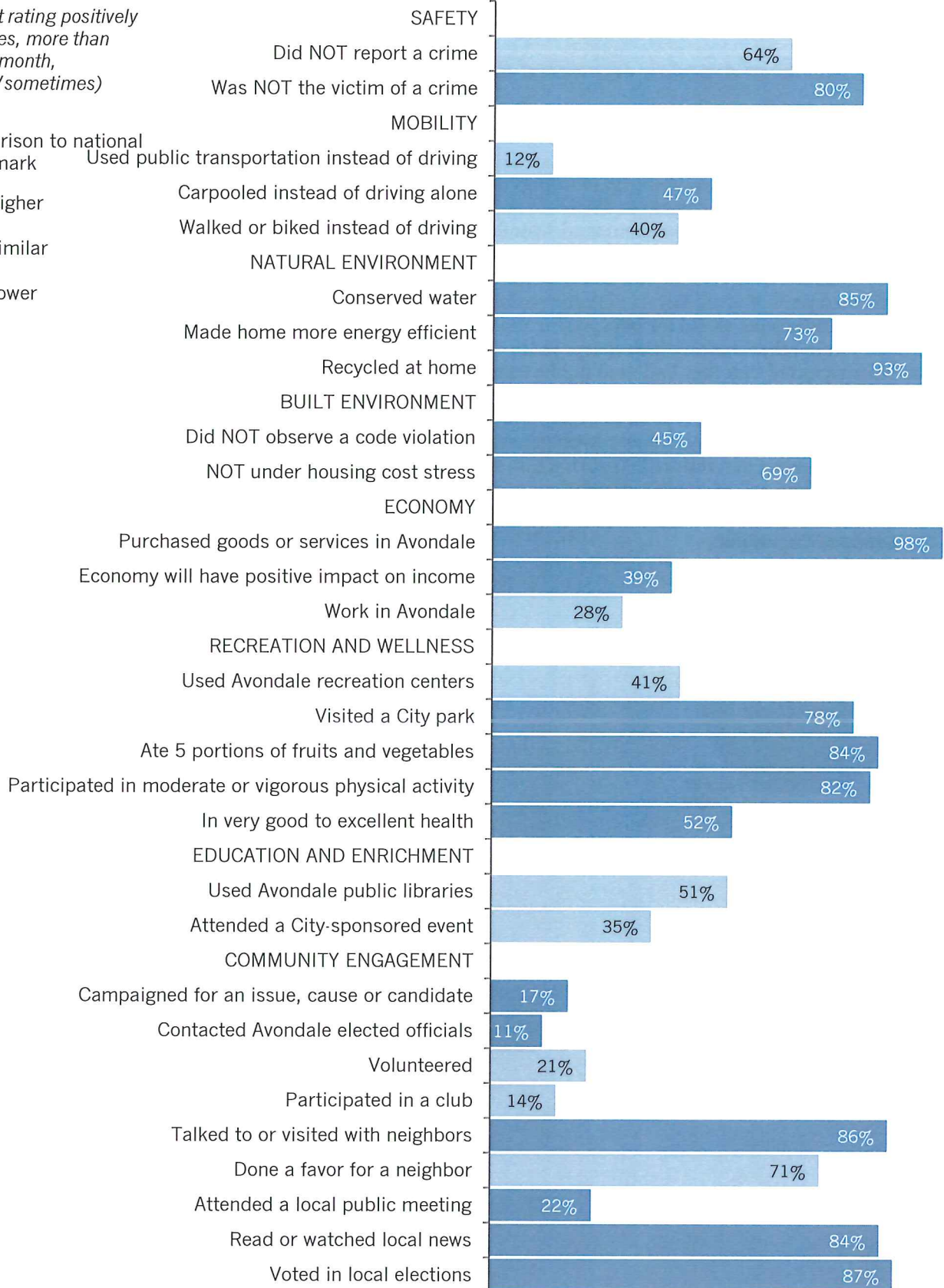


Figure 3: Aspects of Participation

Percent rating positively
(e.g., yes, more than
once a month,
always/sometimes)

Comparison to national
benchmark

- Higher
- Similar
- Lower



Conclusions

Residents value the quality of life in Avondale and its opportunities for healthy living.

About three-quarters of residents rated their overall quality of life as excellent or good and about 8 in 10 recommend the community as a place to live and planned to remain in Avondale. Positive ratings were given to Avondale as a place to live, the quality of the neighborhoods and to Avondale as a place to raise children.

Avondale residents gave significantly higher ratings to community health and wellness opportunities in 2018. Strong ratings were given to Avondale's fitness opportunities and recreational opportunities. Further health care, mental health care, and preventive health care opportunities also demonstrated positive gains in resident opinion.

Residents value Safety and emphasize its importance.

As in 2016, residents indicated that Safety was an important focus area for the City to address in the coming years. While a majority of respondents positively rated their feelings of safety in neighborhoods and downtown/commercial areas, these ratings were lower than the national benchmarks. About 6 in 10 residents gave excellent or good ratings to the overall feeling of safety in Avondale and this rating also was below the benchmark. However, safety-related services received positive marks from a majority of residents and were all similar to the national comparisons. Ratings for crime prevention and emergency preparedness increased from 2016 to 2018.

While residents rate Avondale's economic health on the rise, the affordability of the community is still above par.

Survey participants also highlighted the Economy as an area of focus for the future again in 2018. About 6 in 10 residents gave high marks to the cost of living in Avondale and to the availability of affordable quality housing; both of these ratings were higher than the national averages and increased from 2016 to 2018. Other Economy-related characteristics also tended to be positive and several were on the rise in 2018. Residents awarded higher ratings to the overall economic health of Avondale, shopping opportunities, employment opportunities and the City as a place to work since 2016.

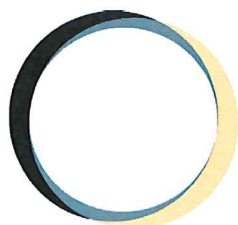
THE NCS™

The National Citizen Survey™

Avondale, AZ

Dashboard Summary of Findings

2018



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Summary

The National Citizen Survey™ (The NCS™) is a collaborative effort between National Research Center, Inc. (NRC) and the International City/County Management Association (ICMA). The survey and its administration are standardized to assure high quality research methods and directly comparable results across The NCS communities. The NCS captures residents' opinions within the three pillars of a community (Community Characteristics, Governance and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement). This report summarizes Avondale's performance in the eight facets of community livability with the "General" rating as a summary of results from the overarching questions not shown within any of the eight facets. The "Overall" represents the community pillar in its entirety (the eight facets and general).

By summarizing resident ratings across the eight facets and three pillars of a livable community, a picture of Avondale's community livability emerges. Below, the color of each community facet summarizes how residents rated each of the pillars that support it – Community Characteristics, Governance and Participation. When most ratings were higher than the benchmark, the color is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

Within the pillar of Community Characteristics, ratings for the facets of Safety and Education and Enrichment were lower than the national average. Levels of participation within Mobility and Education and Enrichment also tended to be lower than rates reported in comparison communities. Ratings across all other facets tended to be positive and similar to the national benchmarks.

Figure 1: Dashboard Summary

DASHBOARD SUMMARY									
	Community Characteristics			Governance			Participation		
	Higher	Similar	Lower	Higher	Similar	Lower	Higher	Similar	Lower
Overall	2	37	8	0	44	1	0	22	11
General	0	6	1	0	3	0	0	3	0
Safety	0	0	3	0	7	0	0	1	1
Mobility	0	7	0	0	7	0	0	1	2
Natural Environment	0	2	1	0	5	1	0	3	0
Built Environment	1	4	0	0	7	0	0	2	0
Economy	1	6	0	0	1	0	0	2	1
Recreation and Wellness	0	7	0	0	4	0	0	4	1
Education and Enrichment	0	1	2	0	2	0	0	0	2
Community Engagement	0	4	1	0	8	0	0	6	4

National Benchmark	
	Higher
	Similar
	Lower

Figure 2: Detailed Dashboard

	Community Characteristics	Trend	Benchmark	Percent positive	Governance	Trend	Benchmark	Percent positive	Participation	Trend	Benchmark	Percent positive
General	Overall appearance	↔	↔	68%	Customer service	↔	↔	73%	Recommend Avondale	↑	↔	82%
	Overall quality of life	↔	↔	75%	Services provided by Avondale	↔	↔	74%	Remain in Avondale	↔	↔	79%
	Place to retire	↔	↔	60%	Services provided by the Federal Government	↔	↔	40%	Contacted Avondale employees	↔	↔	48%
	Place to raise children	↔	↔	67%								
	Place to live	↔	↔	79%								
Safety	Neighborhood	↔	↔	75%								
	Overall image	↔	↓	55%								
	Overall feeling of safety	↔	↓	61%	Police	↔	↔	76%	Was NOT the victim of a crime	↔	↔	80%
	Safe in neighborhood	↔	↓	82%	Crime prevention	↑	↔	58%	Did NOT report a crime	↔	↓	64%
	Safe downtown/commercial area	↔	↓	70%	Fire	↔	↔	94%				
Mobility					Fire prevention	↔	↔	74%				
					Ambulance/EMS	↔	↔	90%				
					Emergency preparedness	↑	↔	58%				
					Animal control	↔	↔	55%				
	Traffic flow	↔	↔	53%	Traffic enforcement	↑	↔	65%	Carpooled instead of driving alone	↔	↔	47%
Natural Environment	Travel by car	↔	↔	67%	Street repair	↔	↔	56%	Walked or biked instead of driving	↔	↓	40%
	Travel by bicycle	↔	↔	55%	Street cleaning	↔	↔	64%	Used public transportation instead of driving	↔	↓	12%
	Ease of walking	↔	↔	58%	Street lighting	↑	↔	70%				
	Travel by public transportation	↔	↔	40%	Sidewalk maintenance	↔	↔	68%				
	Overall ease travel	↑	↔	78%	Traffic signal timing	↔	↔	50%				
Built Environment	Paths and walking trails	↔	↔	52%	Bus or transit services	↔	↔	53%				
	Overall natural environment	↔	↔	68%	Garbage collection	↔	↔	87%	Recycled at home	↔	↔	93%
	Air quality	↔	↓	57%	Recycling	↔	↔	85%	Conserved water	↔	↔	85%
	Cleanliness	↔	↔	64%	Yard waste pick-up	↔	↔	82%	Made home more energy efficient	↔	↔	73%
					Drinking water	↔	↓	44%				
					Open space	↔	↔	58%				
					Natural areas preservation	↔	↔	57%				
	New development in Avondale	↔	↔	61%	Sewer services	↔	↔	78%	NOT experiencing housing cost stress	↔	↔	69%
	Affordable quality housing	↔	↑	57%	Storm drainage	↔	↔	75%	Did NOT observe a code violation	↔	↔	45%
	Housing options	↑	↔	62%	Power utility	↔	↔	76%				
	Overall built environment	↔	↔	62%	Utility billing	↔	↔	63%				
	Public places	↔	↔	58%	Land use, planning and zoning	↔	↔	54%				
					Code enforcement	↔	↔	53%				
					Cable television	↔	↔	58%				

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

The National Citizen Survey™

Community Characteristics	Trend	Benchmark	Percent positive	Governance	Trend	Benchmark	Percent positive	Participation	Trend	Benchmark	Percent positive
Overall economic health	↑	↔	63%	Economic development	↔	↔	55%	Economy will have positive impact on income	↔	↔	39%
Shopping opportunities	↑	↔	63%					Purchased goods or services in Avondale	↔	↔	98%
Employment opportunities	↑	↔	34%					Work in Avondale	↔	↓	28%
Place to visit	↔	↔	51%								
Cost of living	↑	↑	61%								
Place to work	↑	↔	51%								
Business and services	↔	↔	64%								
Fitness opportunities	↑	↔	57%	City parks	↔	↔	72%	In very good to excellent health	↔	↔	52%
Recreational opportunities	↑	↔	53%	Recreation centers	↔	↔	66%	Used Avondale recreation centers	↔	↓	41%
Health care	↑	↔	61%	Recreation programs	↑	↔	66%	Visited a City park	↔	↔	78%
Food	↔	↔	68%	Health services	↑	↔	68%	Ate 5 portions of fruits and vegetables	↔	↔	84%
Mental health care	↑	↔	48%					Participated in moderate or vigorous physical activity	↔	↔	82%
Health and wellness	↑	↔	64%								
Preventive health services	↑	↔	59%								
Cultural/arts/music activities	↑	↓	38%	Public libraries	↔	↔	81%	Used Avondale public libraries	↔	↓	51%
Child care/preschool	↔	↔	41%	Special events	↔	↔	60%	Attended a City-sponsored event	↔	↓↓	35%
Overall education and enrichment	↔	↓	54%								
Opportunities to participate in community matters	↔	↔	53%	Public information	↔	↔	67%	Sense of community	↔	↓	46%
Opportunities to volunteer	↑	↔	58%	Overall direction	↔	↔	66%	Voted in local elections	↔	↔	87%
Openness and acceptance	↔	↔	64%	Value of services for taxes paid	↔	↔	57%	Talked to or visited with neighbors	↔	↔	86%
Social events and activities	↔	↔	48%	Welcoming citizen involvement	↔	↔	55%	Attended a local public meeting	↔	↔	22%
Neighborhoodness	↔	↓	46%	Confidence in City government	↔	↔	60%	Volunteered	↔	↓	21%
				Acting in the best interest of Avondale	↔	↔	62%	Participated in a club	↔	↓	14%
				Being honest	↔	↔	64%	Campaigned for an issue, cause or candidate	↔	↔	17%
				Treating all residents fairly	↑	↔	64%	Contacted Avondale elected officials	↔	↔	11%
								Read or watched local news	↔	↔	84%
								Done a favor for a neighbor	↔	↓	71%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available



CITY COUNCIL REPORT

SUBJECT: 2019 Legislative Update

MEETING DATE: 4/8/2019

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager, (623) 333-1012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff will present a legislative update which will allow the City Council to provide guidance on proposed state legislation.

BACKGROUND:

Legislation enacted at the state level often has significant effects on the ability of municipal government to serve its citizens. Therefore, it is important to identify the city of Avondale's Legislative priorities regarding potential or pending legislative actions.

DISCUSSION:

Mid-way through the Legislative Session and bills have crossed over with House bills being heard in the Senate, and Senate bills being heard in the House. Budget conversations between the Legislature and the Governor have begun.

While we know know the universe of bills, strike everything amendments are now prevalent.

BUDGET IMPACT:

Staff will closely monitor any legislation that may have a budgetary impact on the City.

RECOMMENDATION:

Staff recommendations have been included with bills discussed and seeks input from City Council regarding the 2019 Legislative priorities.

2019 Legislative Bill Report

SB1460: TPT; digital goods and services states that the purpose of transaction privilege and use taxes and local excise taxes, the gross income, gross receipts, gross proceeds, purchase price or sales price from selling, leasing, licensing, purchasing or using "digital services" (defined) is excluded from tax. Does not apply to an online lodging marketplace. Establishes the digital goods classification of transaction privilege taxes, which is comprised of the business of selling, leasing or licensing the use of "prewritten computer software" or providing "specified digital goods" (both defined). Establishes a list of exemptions from the digital goods classification. Levies an excise tax on using or consuming prewritten computer software and specified digital goods in Arizona as a percentage of the acquisition price, which applies to any purchaser that purchases these items for resale but that subsequently uses or consumes the items. Some exceptions. Prewritten computer software and specified digital goods must be sourced to the seller's business location if the seller receives the order at a business location in Arizona and the items are to be used in Arizona, and to the purchaser's location in Arizona if the seller receives the order at a business location outside Arizona but the items are to be used in Arizona. Contains a legislative intent section. Applies to taxable periods beginning on or after the first day of the month following the effective date of this legislation. This bill has significant fiscal to cities, the State, and Prop 301. Recommended position: Oppose

HB2318: S/E prohibition; texting while driving prohibits the use of a cell phone while driving, with certain exceptions. This bill contains an emergency clause and would become effective upon signature. Recommended position: Support

HB2320: highway safety fee; reduction caps the highway safety fee at \$18. The highway safety fee is no longer required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. Appropriates \$47 million from the general fund in FY2019-20 to the Arizona Highway Patrol Fund. Recommended position: Oppose

HB2201: partisan offices; cities; towns would require municipalities to print on the ballot the party designation for all candidates for the office of mayor or city or town council, and statute authorizing municipalities to provide for nonpartisan primary election victories are deleted. Applies to elections held on or after January 1, 2020. **This bill was stricken from the House Consent calendar on 2/19 and has received no further action.** Recommended position: Oppose

SB1001: highway safety fee; repeal; vlt repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation annually in order to fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. If monies in the Arizona Highway Patrol Fund are insufficient to fully fund the Highway Patrol in a FY, the Legislature is required to appropriate monies from the general fund to eliminate the insufficiency. Recommended position: Oppose

SB1147: S/E tobacco products; vapor product increases the age to sell or purchase tobacco and tobacco related products from 18 to 21 with exceptions. Includes a state preemption clause which preempts cities and towns from prohibiting smoking in certain locations. Declares this a matter of statewide concern. Recommended position: Oppose unless the preemption is deleted.