City of Avondale

City Council Meeting

Monday, March 4, 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

Andrew McGuire, City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323

City Council Meeting
Agenda
Monday, March 4, 2019

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

SPECIAL MEETING
6:00 PM

CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **EXECUTIVE SESSION**
   The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03(A)(1) for the discussion or consideration of the appointment for the position of City Attorney.

3. **ADJOURNMENT**

WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **ENTERPRISE FUNDS BUDGET DISCUSSION**
   City Council will receive a general overview of the City's enterprise funds budget as part of the fiscal year 2020 budget preparation process.

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. CITY MANAGER'S REPORT

a. RESOLUTION 3523-319 - HONORING POLICE LIEUTENANT MIRELA BORSAN ON THE OCCASION OF HER RETIREMENT

Staff is requesting that the City Council adopt resolution 3523-319 recognizing Lt. Mirela Borsan on the occasion of her retirement.

b. NEW POLICE DEPARTMENT EMPLOYEE INTRODUCTIONS

Police Chief, Dale Nannenga, will introduce new police officers that have recently graduated from the Phoenix Regional Police Academy:

- Vanessa Banuelos
- Anthony Bradley
- Cristopher Ruiz Caraveo
- Mark Despain

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. APPOINTMENT OF MEMBERS TO THE CAPITAL IMPROVEMENT PLAN CITIZENS COMMITTEE

City Council will consider a request to approve the appointment of members of the city's Capital Improvement Plan Citizens Committee. The Council will take the appropriate action.

b. COOPERATIVE PURCHASING AGREEMENT WITH PLAYCORE WISCONSIN, INC., (D/B/A GAME TIME) FOR PLAYGROUND EQUIPMENT

City Council will consider a request to approve a Cooperative Purchasing Agreement with Playcore Wisconsin, Inc., d/b/a Game Time for installing a new playground structure and safety surfacing at the outdoor patio at Sam Garcia Library, in the amount of $80,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES FOR FIREFIGHTING EQUIPMENT

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide firefighting equipment in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES FOR SELF CONTAINED BREATHING APPARATUS AND RELATED PARTS AND SERVICES

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide self contained breathing apparatus and related parts and services in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT WITH TAYLOR BENNETT GROUP, LLC (D/B/A UTILITY AUDIT) FOR AN AUDIT OF CITY-WIDE UTILITIES

City Council will consider a request to approve the Cooperative Purchasing Agreement with Taylor Bennett Group, LLC, doing business as, Utility Audit, for the purpose of auditing the City's utility invoices to identify potential errors in billing and negotiating better rates and plans and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. FINAL PLAT OF ROOSEVELT PARK, PHASE 1 SUBDIVISION (APPLICATION PL-18-0203)

City Council will consider a request by Mr. Joel P. Saurey with EPS Group for approval of a Final Plat for Phase 1 of the Roosevelt Park development. Consistent with the Preliminary Plat approved by the City Council on July 16, 2018, the proposed Final Plat will create 146 single-family lots, 22 common area tracts, one private street tract, and dedicate all rights-of-way and easements for the initial phase of the future community located at the northeast corner of Van Buren Street and 111th Avenue. The City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for the community as a separate agenda item. The Council will take appropriate action.

g. RESOLUTIONS 3524-319 AND 3525-319 – ROOSEVELT PARK PHASE 1 MAINTENANCE IMPROVEMENT DISTRICT (MID) - (APPLICATION PL-18-0328)

City Council will consider a request to approve the Petition for Formation and adopt Resolution 3524-319 declaring its intention to form the City of Avondale Maintenance Improvement District No. 9 for Roosevelt Park Phase 1 providing for the assessment, and Resolution 3525-319 declaring its intention to order the improvements within the newly established Maintenance Improvement District providing for the assessment and declaring an emergency. The Council will take appropriate action.

h. ORDINANCE 1686-319 - ADOPTING AMENDMENTS TO CHAPTER 4 OF THE CITY CODE, BUILDINGS AND BUILDING REGULATIONS

City Council will consider a request to adopt Ordinance 1686-319 amending Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2018 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Existing Building Code, the 2017 Edition of the National Electrical Code, and the Avondale Amendments to these codes and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

5. DISCUSSION ITEMS

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

a. BOND FINANCING OF CAPITAL PROJECTS

Staff will present information on plans to issue $17.4 million in general obligation bonds and $10.1 million in excise tax revenue bonds to help finance various capital projects and to pay the cost of bond issuance.

b. 2019 LEGISLATIVE UPDATE

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

6. ADJOURNMENT

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Enterprise Funds Budget Discussion

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

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

PURPOSE:
City Council will receive a general overview of the City's enterprise funds budget as part of the fiscal year 2020 budget preparation process.

BACKGROUND:
This is the third in a series of presentations regarding the development of the fiscal year (FY) 2020 budget. This presentation will give a general overview of the City's enterprise fund budgets. Emphasis will be placed on the water fund and wastewater fund which are used for the delivery of utility services to the public.

DISCUSSION:
The information presented will lead to future discussions around the FY2020 budget. These discussions will assist the Mayor and Council in making informed decisions about the City's operations.

BUDGET IMPACT:
The information presented is intended to encourage discussion which will lead the development of the FY2020 budget.

RECOMMENDATION:
This item is for information and discussion only.

Item Number: 2.a.

CITY COUNCIL REPORT

SUBJECT:	Resolution 3523-319 - Honoring Police Lieutenant Mirela Borsan on the Occasion of her Retirement
MEETING DATE:	03/04/2019

TO:	Mayor and Council
FROM:	Dale Nannenga, Chief of Police, (623) 333-7207
THROUGH:	Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Staff is requesting that the City Council adopt resolution 3523-319 recognizing Lt. Mirela Borsan on the occasion of her retirement.

BACKGROUND:

Lt. Mirela Borsan began her career with the City of Avondale as a Police Officer on September 13, 2004. Lt. Borsan served in many areas of the department to include, Patrol Officer, Detective, Detective Sergeant, Patrol Sergeant, Patrol Lieutenant, Communications Bureau Manager and most recently Lieutenant overseeing the Detention facility.

Lt. Borsan worked tirelessly to engage the community including organizing the yearly Cashion Christmas event, supporting the Arizona Special Olympics and the annual Shop with a Cop event. Lt. Borsan demonstrated integrity and professionalism to all customers and has faithfully served the City for fourteen years.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution recognizing Police Lieutenant Mirela Borsan on the occasion of her retirement.

RESOLUTION NO. 3523-319

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING LIEUTENANT MIRELA BORSAN FOR FOURTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on September 13, 2004, Lieutenant Mirela Borsan began her career with the City of Avondale as a Police Officer; and

WHEREAS, Lieutenant Mirela Borsan served in many areas of the department to include, Patrol Officer, Detective, Detective Sergeant, Patrol Sergeant, Patrol Lieutenant, Communications Bureau Manager, and most recently Lieutenant overseeing the Detention facility; and

WHEREAS, Lieutenant Mirela Borsan worked tirelessly to engage the community, including organizing the yearly Cashion Christmas event, supporting the Arizona Special Olympics and the annual Shop with a Cop program; and

WHEREAS, Lieutenant Mirela Borsan initiated the Department's Facebook page and was a valued member of the Social Media Team; and

WHEREAS, fellow employees have embraced Lieutenant Mirela Borsan as a friend; and

WHEREAS, Lieutenant Mirela Borsan has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, Lieutenant Mirela Borsan supported the men and women of the Avondale Police Department by engaging officers and staff with crisis intervention. She trained and represented the department as part of the West Valley Crisis Intervention Coalition and Liaison with Community Bridges; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for her hard work, dedication and years of service and to honor Lieutenant Mirela Borsan on the occasion of her retirement after fourteen 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 Lieutenant Mirela Borsan for her fourteen years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, March 4, 2019.

_____
Kenneth Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT: Appointment of Members to the Capital Improvement Plan Citizens Committee

MEETING DATE: 03/04/2019

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 appointment of members of the city's Capital Improvement Plan Citizens Committee. The Council will take the appropriate action.

BACKGROUND:
On December 17, 2018, City Council adopted the revised bylaws of the Capital Improvement Plan Citizens Committee. The revised bylaws restructured the committee membership to include representation from each of the following:

- Planning Commission
- Parks and Recreation Advisory Board
- Neighborhood and Family Services Commission
- Municipal Art Committee
- Energy, Environment and Natural Resources Committee

In addition, the bylaws now allow the committee to have five alternate members, comprising of one representative from each of the five boards listed above.

Each of the aforementioned Boards, Commissions, and Committees have selected a regular member and an alternate member to be a representative on the Capital Improvement Plan Citizens Committee.

As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations. The email also stated that the recommendation would be presented to the City Council as a scheduled agenda item.

DISCUSSION:
The Planning Commission, Parks and Recreation Advisory Board, Neighborhood and Family Services Commission, Municipal Art Committee, and Energy, Environment and Natural Resources Committee have provided their board, commission or committee representatives to the City Clerk's Office. The City Clerk

contacted each recommended member on February 28, 2019 and notified them of the recommendation.

The recommendations for appointment are listed below:

Energy Environment & Natural Resources Commission
Paul Lemmon as a Regular Member

Municipal Art Committee
John Chavez as a Regular Member
Dan Drennen as an Alternate Member

Neighborhood and Family Services Commission
David Iwanski as a Regular Member
Jeffrey Rich as an Alternate Member

Parks, Recreation and Libraries Advisory Board
Glen Hein as a Regular Member
Katherine Hall as an Alternate Member

Planning Commission
Linda Warren as a Regular Member

STRATEGIC PLAN ALIGNMENT
Initiative: Create a connected community.

Goal: Provide outlets for residents and businesses to engage in volunteer (and participation) opportunities.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
Staff is recommending that the Council approve the recommendations for the appointment of members of the city's Capital Improvement Plan Citizens Committee.

Item Number: 4.b.

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with PlayCore Wisconsin, Inc., (d/b/a Game Time) for playground equipment

MEETING DATE: 03/04/2019

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 Cooperative Purchasing Agreement with Playcore Wisconsin, Inc., d/b/a Game Time for installing a new playground structure and safety surfacing at the outdoor patio at Sam Garcia Library, in the amount of $80,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

City Council appropriated funds in the Fiscal Year 2018-2019 Capital Improvement Program for improvements to the patio area at Sam Garcia Library. The request identified installation of a new playground structure, safety surfacing, and additional shade for use during warmer weather months.

A cooperative purchasing agreement exists between the city of Charlotte, North Carolina and U.S. Communities Government Purchasing Alliance for the purchase and installation of Game Time playground equipment and safety surfacing. We are interested in purchasing Game Time playground equipment for the outdoor patio area at Sam Garcia Library to make the space more functional and interesting as part of the library experience, especially focusing on younger children and parent who visit that facility.

DISCUSSION:

Staff has been coordinating with a Game Time playground representative to design and install a quality play structure for children ages 2 - 5. The existing patio area mostly consists of concrete, two medium sized trees, and some landscape shrubs. There are a few raised concrete circle pads that children can step up and stand or sit. This outdoor area is seldom used for a variety of reasons. First, the area is a little sterile and uninviting because of its basic design. Second, it can be a very hot space because it is located on the west side of the building and because of radiant heat from the concrete. This can be a very noisy space at times due to the area business located directly west of the patio, and because of street noise along Western Avenue and the exterior seat wall benches on the opposite side of the fence barrier.

By installing a playground structure, it becomes a space that children can make noise and play even though they are in the library. In order to install the play structure, some modifications to the patio area are necessary. Some of the concrete and landscape plant area will need to be removed. Because the exterior seat wall on the west side of the library is used as a place to loiter, this project enhancement would remove the existing fence barrier, and place a new barrier on the opposite side of the seat wall. By relocating the barrier, the seat wall would be enclosed inside the exterior patio area and be used by parents as an observation area for their children while playing on the new equipment.

Once this contract is approved by City Council, staff will begin the necessary demolition work to the landscaping and concrete. A new barrier/fence will be designed and constructed as part of this project enhancement. In addition to the new playground equipment and safety surfacing, staff will also seek additional shade opportunities for parents who are observing their children at play. The entire improvement is expected to be completed by early June.

BUDGET IMPACT:

Funds are available in the Fiscal Year 2018-2019 Capital Improvement Program, Park Development Projects, Project No. PK1463, Sam Garcia Library Patio Improvements for this expense.

RECOMMENDATION:

Staff is recommending that City Council approve a Cooperative Purchasing Agreement with Playcore Wisconsin, Inc., d/b/a Game Time for installing a new playground structure and safety surfacing at the outdoor patio at Sam Garcia Library, in the amount of $80,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PLAYCORE WISCONSIN, INC.
D/B/A GAME TIME

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 4, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Playcore Wisconsin, Inc., a Wisconsin corporation d/b/a Game Time (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Charlotte, North Carolina, the "Lead Public Agency" for U.S. Communities Government Purchasing Alliance, entered into Master Agreement No. 2017001134, dated July 1, 2017, as amended by that First Amendment, dated January 1, 2018, that Second Amendment, dated May 3, 2018, that Third Amendment, dated September 1, 2018, and that Fourth Amendment, dated January 1, 2019 (collectively, the "Master Agreement"), for the Contractor to provide playground and outdoor fitness equipment, site accessories, surfacing and related products and services. A copy of the Master Agreement 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 Master Agreement, 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 Master Agreement and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with playground and outdoor fitness equipment, site accessories, surfacing and related products and services, as more particularly set forth in Section 2 below (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. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2019, unless terminated as otherwise provided in this Agreement or the Master Agreement.

2. Scope of Work. Contractor shall provide to the City the Equipment and Services under the terms and conditions of the Master Agreement and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. 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 Master 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 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.

4. Compensation. The City shall pay Contractor an amount not to exceed $80,000.00 for the Equipment and Services at the unit rates set forth in the Master Agreement and as more particularly set forth in the Quote.

5. 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 Master Agreement 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 Master Agreement will be subject to rejection and may be returned.

6. 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.

7. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 8 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 8 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.

8. 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.

9. 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.

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

11. 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.

12. 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. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Master Agreement, the Quote and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Master Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any 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 Master 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.

14. Rights and Privileges. To the extent provided under the Master Agreement, the City shall be afforded all of the rights and privileges afforded to the Lead Public Agency and shall be the "City" (as defined in the Master Agreement) for the purposes of the portions of the Master Agreement that are incorporated herein by reference.

15. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 14 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the Lead Public Agency to the extent provided under the Master Agreement, 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.

16. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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: Playcore Wisconsin, Inc.
d/b/a Game Time
150 Playcore Drive SE
Fort Payne, Alabama 35967
Attn: Patt Everts

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[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**"

PLAYCORE WISCONSIN, INC.,
a Wisconsin corporation d/b/a GAME TIME

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF_____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____ _____, the _____ of PLAYCORE WISCONSIN, INC., a Wisconsin corporation d/b/a GAME TIME, 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
PLAYCORE WISCONSIN, INC.
D/B/A GAME TIME

[Master Agreement]

See following pages.

Contract#:2017001134
Amendment#: 4
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY [redacted]
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 4, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION [redacted]

BY: [redacted]
(signature)

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT [redacted]

BY: [redacted]
(signature)

PRINT NAME Christee Gibson

TITLE: Ins Mgr

DATE: 12/13/18

Exhibit A

Price Adjustments

Contract#:2017001134
Amendment#: 3
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

BY: [redacted]
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: August 17, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: [redacted]
(signature)

PRINT NAME: Kim Eagle

TITLE: Assistant City Manager

DATE: 9/4/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: [redacted]
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 8/30/18

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance 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 (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
   c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.

10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**. In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity**. In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract#:2017001134
Amendment#: 2
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: [redacted]
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: April 3, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION [redacted]

BY: [redacted]
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/6/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT [redacted]

BY:
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 4/6/18

Contract#:2017001134
Amendment#: 1
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#:2017001134
Amendment#: 1
Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: [redacted]
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 20, 2017

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: [redacted]
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1-2-18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: [redacted]
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 12/21/17

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

   4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

   4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. OTHER REMEDIES: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: [redacted]

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: [redacted]

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: [redacted]

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

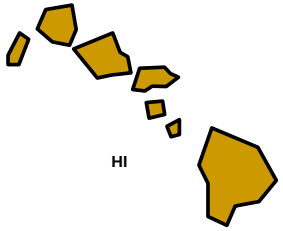
DATE: 5/11/17

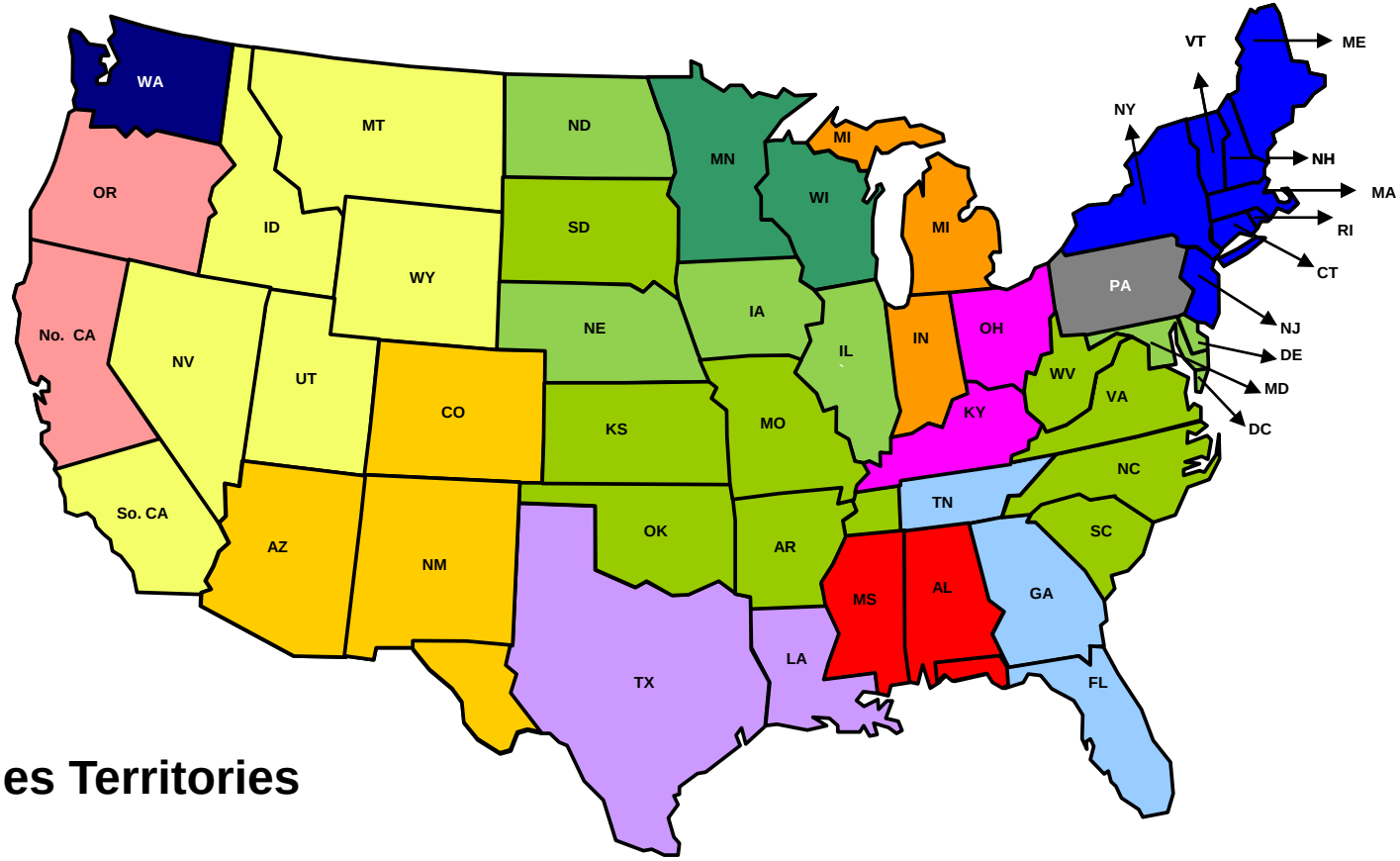
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394





GameTime Sales Territories

PA

Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

AR KS MO
NC OK SC
VA WV

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

IA NE
ND SD

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

IL

Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

DE
MD
DC

Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

FL
GA
TN

Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpinc.com

CA ID
MT NV
UT WY

Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

MA ME NJ
NY CT RI
VT NH

Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

No. CA
OR

MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

MN
WI

Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

MI
IN

Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

AK
WA

SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

LA
TX

Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

AZ CO
NM TX

Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

AL
FL
MS

J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

KY
OH

David Williams & Associates, Inc.
PO Box 218
1010Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

HI

IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: 808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd,Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b

Bitting - Bramble Landscapes, LLC. - Bramble, Mark

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c

Cunningham - Blueprint Construction, LLC (Liles, Robbie S.)

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

Cunningham - Carlson Consulting and Contracting

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

Cunningham - Cedar Creek Run Construction - Stanley, Bill

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, Il. 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

Cunningham - D G Services, Inc. (Layne, Kevin)

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserv@bellsouth.net

Cunningham - Elanar Construction Company

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

c

Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, Il. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, Il. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSArelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com

c

Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapesolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
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Cunningham - Triad Property Services, Inc.

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Cunningham - Woods Const. Serv.

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Home: 2017
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Cunningham - Zogg & Associates (Zogg, Brent)

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Donahue, IA 52746
Bus: (563) 210-2943
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E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

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Dominica - John Fitzgerald, Inc.

P.O. Box 655
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412 Mattie St.
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Bus: (407) 323-8822
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Mobile: (407) 920-2256
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E-mail: julie@fivestarinstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
Auburn, GA 30011
Bus: (770) 421-5252
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Mobile: (770) 846-2120
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Mobile: (678) 234-7489
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Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

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Great West Park and Play - Cicero Engineering, Inc.

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Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

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Great West Park and Play - Evans Recreation Installation, Inc.

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Great West Park and Play - K.C. Equipment

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Sitelines - Cascade Mini Excavating, Inc.

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Sitelines - G.R. Morgan Construction

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Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

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Sitelines - Proexc, LLC (Kyllonen, James)

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Sitelines - Prosser & Sons

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Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

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Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

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Total Recreation - Pro Playground Installations, Inc - Schrock, Don

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Total Recreation - Wade Contractors, Inc.

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Triple M Recreation - Four Rivers, LLC. - Leck, Kris

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w

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.
- Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

GT IMPAX RUBBER™
Recycled Shredded Rubber Surfacing

WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below.
  This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6	**100%**
More than 6, less than 7	**60%**
More than 7, less than 8	**40%**
More than 8, less than 9	**30%**
More than 9, less than 10	**20%**

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.
Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GTIMPAX POURED™
Recycled Poured Rubber Surfacing

Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf ™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf ™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf ™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf ™ from Gametime or approved equal

Face Weight:
- GT Impax Turf ™ 50 oz/sy
- GT Impax Turf ™ Elite 80 oz/sy

Face Yarn Type: Polyethylene
Yarn Size: 4200/9000
Pile Height:
- GT Impax Turf ™ 1 3/4 inches
- GT Impax Turf ™ Elite 1 3/4 inches

Color: Blend
Construction: Broadloom tufted
Stitch Rate: 8 per 3 inches
Tufting Gauge: 1/4"
Primary Backing: Stabilized woven Polypropylene (double thickness)
Secondary Backing: 20 oz. Urethane or DuraFlo
Total Product Weight:
- GT Impax Turf ™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf ™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf ™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth:	4 inch minimum thickness.
Slope:	Stone elevation shall maintain ¼" per foot toward low end.
Porosity:	Base course shall maintain porosity for direct drainage.
Enclosure:	Stone base course must be surrounded by a retaining curb.
Drainage:	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances:	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
Stone Selection:	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

Stone Graduation	U.S. Sieve	Percent Passing
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth:	4 inch minimum thickness.
Slope:	Concrete or asphalt shall maintain ¼" per foot.
Tolerance:	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf ™ infill approximately 3 to 4 pounds per square foot.
**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.

Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play.

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.
All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com

ISO 9001 CERTIFIED

ISO 14001:2004 CERTIFIED

IPEMA MEMBER INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

MULTISPORT SCOREBOARD & CONTROLLER
WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
    a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
    c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
    a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
b. Said warranty shall not apply to resulting damage in any of the following cases:
    i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
    ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
    iii. Improper environmental control (storage and/or use) of electronic equipment.
    iv. Power surges, water damage, lightning or other "acts of nature."
    v. Vandalism or acts of terrorism or war.
    vi. Excessive application of electrical power or improper power connection.
    vii. Removal of warning labels and protection devices.
    viii. Installing non-factory replacement parts.
    ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
c. Disclaimer
    i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

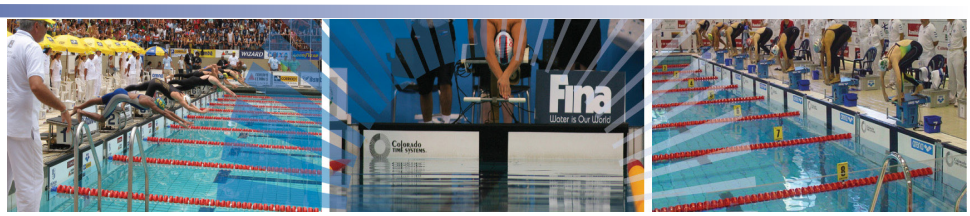
All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16

Colorado Time Systems
A PLAYCORE Company



Colorado Time Systems | 1551 E 11th St. | Loveland, CO 80537 | USA | +1(970)667-1000 | +1(970)667-5876 (fax) | www.coloradotime.com | (800)279-0111

WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.
Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.
Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

GT GRANDSTANDS™

A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2"x 3/16" min. (Row 2)
	1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.

Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

<u>FHP cannot warrant against:</u>

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.

5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: ***bleachers.net***

NRS™
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: **www.bleachers.net**

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.
Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™' control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:_____

Purchaser:_____

UltraPlay Invoice Number:_____

_____
Authorized UltraPlay Signature

_____
Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com

IPEMA™
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION
MEMBER

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)

UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.
Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.
UltraShade warranties its sewing thread for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter.
This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.
In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.
To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.
No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

_____
Authorized UltraSite Signature

_____
Title

See UltraSite on the web at www.**ultra-site**.com

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F
SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)
IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.
The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**
New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**
The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.
Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management**.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. <u>One (1) firm fixed percentage</u>

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PLAYCORE WISCONSIN, INC.
D/B/A GAME TIME

[Quote]

See following pages.

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

QUOTE #67893

02/13/2019

SAM GARCIA LIBRARY

CITY OF AVONDALE
Attn: Kirk Haines
11465 W. CIVIC CENTER DRIVE SUITE 100
AVONDALE, AZ 85323
Phone: 1-623-333-2411
khaines@avondale.org

Project #: P56363
Ship To Zip: 85143

Quantity	Part #	Description	Unit Price	Amount
1	178749	Game Time - Owner's Kit	$55.00	$55.00
1	3256	Game Time - Cantata Chimes *[Basic:_____] [HDPE 2:_____]*	$4,391.00	$4,391.00
1	4680	Game Time - Jazz Combo *[Accent:_____] [Basic:_____]* *[HDPE 2:_____]*	$5,576.00	$5,576.00
1	PIP	GT-Impax - 2.5" PIP RUBBER SURFACING 50% STANDARD COLOR, 50% BLACK, 975 SF - *PRICE INCLUDES:* 100% COLOR HOP SCOTCH (NO NUMBERS) LARGE LIZARD DESIGN LARGE SUN DESIGN INSTALLATION 830 SF @ 4'6" CFH 145 SF @ 2' CFH	$19,425.00	$19,425.00
1	INSTALL	Game Time - EQUIPMENT INSTALLATION - *INCLUDES COMPACTED SUB GRADE FOR PIP IN THE PLAYGROUND AREA 830 SF*	$18,765.00	$18,765.00
1	RDU	Game Time - CUSTOM PT STRUCTURE 20-05 *[Basic:_____] [Roto Plastic:_____] [Deck:Pvc:_____]* *[Accent:_____] [Tube:_____]* *[Arch:_____] [Fabric 2:_____]* (1) 4841 -- Maze Wheel Ass'Y (1) 12022 -- 3 1/2" Uprt Ass'Y Alum 7' (1) 12023 -- 3 1/2" Uprt Ass'Y Alum 8' (2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9' (1) 12964 -- Single Gizmo Panel (1) 18200 -- 36" Sq Punched Deck P/T 1.3125 (2) 18201 -- 36" Tri Punched Deck P/T (1) 18337 -- 36" Tri Transfer Platform (2) 18679 -- Bongos (1) 18682 -- High Whistle (1) 18699 -- Storefront Panel 36" (1) 18766 -- Fun Seat 36"	$32,853.00	$32,853.00

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 2017001134

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

QUOTE #67893

02/13/2019

SAM GARCIA LIBRARY

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 19094 -- Schooner (2'-6" & 3')		
		(1) 19102 -- Stepped Deck (6" Rise)		
		(1) 19107 -- Clover Leaf (4' & 4'-6")		
		(1) 19147 -- Toad Stool		
		(1) 19223 -- Sloped Funnel Climber		
		(1) 19331 -- Spiral Step Climber 4' & 4'6"		
		(1) 19433 -- Wrinkle Wall Attachment 3'		
		(1) 19440 -- Puppy Maze Panel		
		(2) 19787 -- Quadratic Shade Canopy		
		(1) G12023 -- 3 1/2"Uprt Ass'Y Galv 8'		
		(2) G12024 -- 3 1/2" Uprt Ass'Y Galv 9'		
		(1) G12025 -- 3 1/2" Uprt Ass'Y Galv 10'		
		(1) G12026 -- 3 1/2" Uprt Ass'Y Galv 11'		
		(3) G12027 -- 3 1/2" Uprt Ass'Y Galv 12'		
		(1) 19790 -- Dbl Swerve Zip 4'-6"/5'		

REMOVAL OF EXISTING CONCRETE SEATS, TREES, BUSHES, PLUMBING AND CONCRETE PAD BY OTHERS.
Contract: USC

SubTotal:	$81,065.00
Discount:	($13,479.39)
Freight:	$2,218.16
Total Amount:	**$69,803.77**

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAYCORE WISCONSIN, INC dba GAMETIME

Pricing: f.o.b. factory. **Pricing Firm for 30 Days from the day of this quotation.**

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Standard playground, Furnishings order shall ship within 3-4 weeks, Shades and Shelters 6-12 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Allowed & prepaid

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 2017001134

8700 E Vista Bonita Dr. Ste 188
Scottsdale, AZ 85255
www.triplemrec.com
800-235-2440

QUOTE #67893

02/13/2019

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Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

U.S. COMMUNITIES
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2017001134

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Scottsdale, AZ 85255
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800-235-2440

QUOTE #67893

02/13/2019

SAM GARCIA LIBRARY

BILL TO CUSTOMER:

_____

_____

_____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

SHIP TO CUSTOMER:

_____

_____

_____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL FOR ORDER ACKNOWLEDGEMENT: _____

COLORS: _____ (PALETTE)

UPRIGHTS: _____ DECKS: _____

ACCENTS: _____ ARCHES: _____

PLASTIC: _____ METAL ROOFS: _____

ROCK PLASTIC: _____ GRIPS: _____

ROOFS: _____ TUBES: _____

HDPE: _____ 2 HDPE: _____

SWINGS: _____

_____
Sales Associate's Signature

_____ _____

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 2017001134

PrimeTime: The new standard in affordable play systems.

MAXIMUM PLAY, MAXIMUM PLAY VALUE

- 3.5'' diameter uprights available in aluminum or galvanized steel.
- Choose from an extensive offering of exclusive components and signature products.
- Lifetime limited warranty on uprights, posts and hardware!
- Direct bolt connections with less hardware for easier construction and maintenance.
- Slip-resistant TuffClad™ deck coatings for increased footing.
- Entry archways to help direct traffic and prevent inadvertent falls.
- Tough, baked-on powder coat finish.
- Combine with Xscape systems to create a fitness-inspired hybrid system.
- IPEMA certified.

PrimeTime play structures offer more play value than any comparably-priced play system and the widest range of component options.

THE PRIMETIME ADVANTAGE

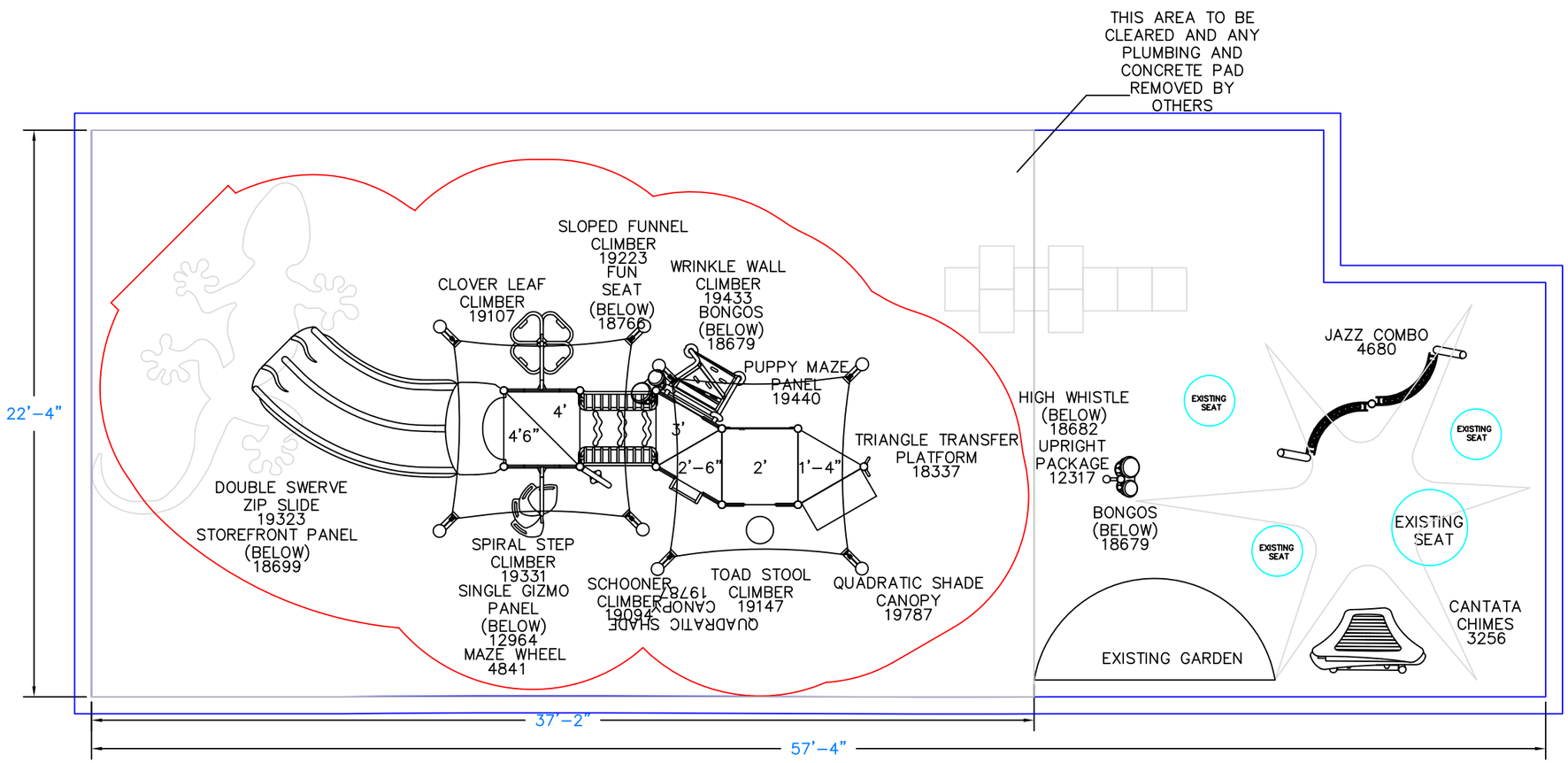
PrimeTime systems offer the most flexibility and cost savings for schools, churches and daycares.

- Wide range of slides, climbers and interactive activities that promote fun and fitness.
- Direct bolt connection offers sleeker lines and cleaner designs.
- Smaller footprint requires less surfacing, reducing the cost of installation.
- Highly configurable to meet the developmental needs and play styles of children of all ages
- Unlike clamp systems, our systems don't require precise field measuring and constant maintenance.

GameTime
A PLAYCORE Company
www.gametime.com

Sam Garcia Library

Triple M Recreation
Keeping Kids in Motion
www.triplemrec.com



GameTime
A PLAYCORE Company

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

SAM GARCIA LIBRARY

AVONDALE, AZ

Representative
TRIPLE M RECREATION

This unit includes play events and routes of travel specifically designed to meet the 2010 DOJ ADA (Americans with Disabilities Act) Standards for Accessible Design.

Total Elevated Play Components	
Total Elevated Play Components Accessible By Ramp	Required
Total Elevated Components Accessible By Transfer	Required
Total Accessible Ground Level Components Shown	Required
Total Different Types Of Ground Level Components	Required

This play equipment is recommended for children ages

Minimum Area Required:

Scale:
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:

Date:

Drawing Name:

The Industry's Leading Warranty.®

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® and IONiX® uprights.
- **Lifetime limited warranty** on all hardware.
- **Lifetime limited warranty** on GameTime PowerScape TruLoc® connections.
- **Lifetime limited warranty** on PrimeTime and Xscape bolt-through connections.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails and loops.
- **Fifteen-Year limited warranty** on rotationally molded products.
- **Five-Year limited warranty** on glass fiber reinforced concrete PlayWorx structures.
- **Twenty-Year limited warranty** on Timber Décor™ & Timbers recycled plastic lumber.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Ten-Year limited warranty** on pressure-treated pine and redwood products.
- **Ten-Year limited warranty** on Advanced, Elite & stationary Base Series posts & bars.
- **Ten-Year limited warranty** on site furnishings.
- **Ten-Year limited warranty** on integrated GTShade® products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Five-Year limited warranty** of Tuff Forms by PLAYTIME products
- **Five-Year limited warranty** on Super Seats™.
- **Three-Year limited warranty** on SaddleMates® rubber and "C"-springs.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

General Services Administration

Under the GSA Schedules Program, GSA enters into contracts with commercial firms to provide supplies and services at stated prices for given periods of time. Orders are placed directly with the Schedule contractor, and deliveries are made directly to the customer.

The GSA Schedules Program mirrors commercial buying practices more than any other procurement process in the federal government today. It provides customers with state-of-the-art, high-quality commercial supplies and services at volume discount pricing on a direct delivery basis. All customers, large or small, even those in remote locations, are provided the same services, convenience, and pricing.

National Lekotek Center

Lekotek is a nonprofit organization serving a network of affiliates, organizations, professionals and families through toys and play since 1980. Lekotek strives to make the world of play accessible to all children, and promotes play products as tools for children to learn, develop skills and reach milestones.

GameTime's parent company, PlayCore, worked in partnership with with the National Lekotek Center to develop 2Play Together - a rich inclusive play program specifically designed to promote inclusive play, understanding, and fun between children with and without disabilities on the playground. We are proud to partner with the National Lekotek Center to carefully evaluate a variety of products through their AblePlay Rating™ system to assess how it meets the needs of children of all abilities and support more inclusive play opportunities. In 2012, the National Lekotek Center awarded GameTime the first AblePlay ratings for commercial playground equipment for many of our inclusive play products.

U.S. Communities

With more responsibilities and smaller budgets than ever before, state and public agencies today are looking for ways to reduce both time and dollars spent. With U.S. Communities, a National Collaborative Purchasing Program, agencies are allowed to skip the lengthy bid process and take advantage of significant government discounts for playground equipment. And although saving money is a great benefit, most agencies agree that it is the ability to skip the bid process that is most attractive.

US Green Building Council

The U.S. Green Building Council is a 501©(3) nonprofit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings. USGBC works toward its mission of market transformation through its LEED Green Building Program, robust educational offerings, and a nationwide network of chapters and affiliates.

ISO 9001/ISO 14001

Industry certification processes issued by the International Organization for Standardization. ISO 9001 is used to measure manufacturing standards and to certify company compliance with quality management systems covering design, development, production, installation, inspection and testing. ISO 14001 also known as the green certification, specifies the requirements of an environmental management system (EMS). An EMS is a systemic approach to handling environmental issues within an organization.
GameTime is ISO 9001 and ISO 14001 certified.

ASTM

ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-11, Published October 2011.

Throughout this catalog we state ASTM Use Zones in dimensional form per the ASTM F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, which are minimum dimensions. Consideration should be given to the number of users and their circulation patterns.

ASTM INTERNATIONAL
100 Barr Harbor Drive, PO Box C700
West Conshohocken, PA 19428-2959
Website: www.astm.org
E-mail address: service@astm.org

IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TUV America, validates an equipment manufacturer's certification of conformance to ASTM F1487-11, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 &11, or both. The use of the corresponding logo in GameTime's catalog signifies that GameTime has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard. Check the IPEMA website, www.ipema.org, to confirm product validation.

IPEMA
4305 N. 6th Street, Suite A
Harrisburg, PA 17110
Website: www.ipema.org
E-mail: certification@ipema.org

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

U.S. Consumer Product Safety Commission
Washington, DC 20207
Website: www.cpsc.org
E-mail address: info@cpsc.gov

CSA

The Canadian Standards Association is an independent and renowned developer of technical standards utilized in evaluating a multitude of products. The CSA standard on Children's Playspaces and Equipment 1990 edition was revised in March, 2007 and is now officially CAN/CSA-Z614-14, entitled Children's Playspaces and Equipment. The CSA standard is significantly harmonized with the ASTM F1487-11 standard.

Canadian Standards Association
5060 Spectrum Way Suite 100
Mississauga, Ontario L4W 5N6
Website: www.csa.ca

ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The final rules, fact sheets and analysis are all available at the Department of Justice.

Access Board
1331 F street, NW
Washington, DC 20004-1111
Website: www.access-board.gov

E-mail address: greenwell@access-board.gov

TÜV America

Product Service, an international testing and certification organization is a European Union Notified and Competent Body providing services which include product testing and certification. The highly visible TÜV-Mark demonstrates to customers that safety testing and certification has been completed by an independent third-party organization. The "S" pictogram combined with the statements "Safety tested", "EN 1176" and "Production monitored" indicate that these products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, EN 1176 and that the GameTime production plant is regularly monitored by TÜV. Contact your international GameTime distributor for complete EN 1176 compliance details.

TÜV America, Inc.
5 Cherry Hill Drive
Danvers, MA 01923
Website: www.tuvam.com
E-mail: info@tuvps.com

GameTime Policies

Specifications: Specifications were current at the time of publication. GameTime has an ongoing policy of product improvement and therefore reserves the right to improve specifications or discontinue products without notice.

Terms of Sale: To governmental agencies and tax supported institutions, and those with approved credit, payment is due within 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, MasterCard or American Express. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D.).

Prices: Prices are F.O.B. factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. Funds. Prices are subject to change without notice. Current prices will apply at the time of shipment. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment.

Freight charges: Freight charges are determined and collected by the carrier unless GameTime is requested and agrees to prepay and add these costs to the invoice.

Taxes: If applicable, taxes will be added to the invoice except when a tax exempt certificate is provided with the purchase order at the time of order entry.

Minimum Order: Our minimum order is $50 (USD). Any order less than $5,000 requires cash with order or payment by major credit card.

Order Cancellation: Once accepted, orders can be canceled only with the consent of GameTime, and on terms which will indemnify GameTime against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

Domestic Shipments: Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC Regulations.

Delays in transit: GameTime is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our plant, GameTime will be glad to assist in the tracking process.

Loss or damage in transit: GameTime is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you receive. Any shortage, discrepancy or damage must be noted on the delivery receipt and signed by the carrier's representative. Failure to note exceptions on the delivery receipt may impair your right to recovery from the carrier.

Weights: All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

GameTime Trademarks

Arlington®, AstroRail®, BigFoot®, Bristol®, Challenge Course by GameTime®, Citadel®, Earleville®, Enriching Childhood Through Play®, Escalante®, EveryBODY Plays®, Expression Swing®, F5®, FitKid®, FlipSlide®, GameTime®, Gizmo®, GT®, GTfit®, GT H2O®, Heliocentrix®, IONiXGT®, GTImpax®, GTJams®, GTShade®, GT Xcelerator®, GulfPort®, KidTime®, MegaLock®, Mega Rock®, Meet, Compete, Repeat®, Merry-Go-All®, Moving Fitness Forward®, Old Forge®, Peek-A-Boo®, Play Has No Limit®, Play Is Instrumental®, Play Palettes®, PlayLab®, Playworx®, Pod®, PowerLock®, PowerScape®, PrimeTime®, Rain Wheel®, RockScape®, Saddle-Mates®, Sedona®, See What You've Been Missing®, Sky Runner®, Sky Wheel®, StreetScape®, The Leader In Play®, The Power of Play®, TotStuff®, Triton®, TuffClad®, Tuff Forms®, Tru-Loc®, TotTime®, TotStuff®, Shadow Play®, Waist-Hi®, WallCano®, WilderSlide®, XtremePlay®, Xscape®, Zero-G®, Zip Slide® are registered trademarks of GameTime, a PlayCore company®, Animal Trackers™, iTrack Fitness™, G2™, GT Symphony™, Kidnetix™, PlayTrails™, Rebounce™, Sensory Car Wash™, Sensory Seats™, Sensory Wave Climber™, Sensory Wave Spinning Seat™, SunBlox™, Super Seats ™, TriRunner™, Whirlwind Seat™, are trademarks of GameTime, a PlayCore Company.

! WARNING

- **Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury from falls.**
- **Remove hood and neck drawstrings from children's clothing before children play on a playground.**
- **Parents, guardians and supervisors should check for hot surfaces before allowing young children to play.**
- **Parents, guardians and supervisors should not allow children to play on playground equipment while wearing helmets.**

Submarine

NEW!

Uprights **Champagne**	Plastic **Dark Blue**	HDPE **Sky Blue**
Metal **Burgundy**	Decks **Blue**	2 Color HDPE **Sky Blue/White**

Jovial

NEW!

Uprights **Burgundy**	Plastic **Spring Green**	HDPE **Gray**
Metal **Butterscotch**	Decks **Blue**	2 Color HDPE **Gray/Black**

Shine

NEW!

Uprights **Sky Blue**	Plastic **Orange**	HDPE **Blue**
Metal **Spring Green**	Decks **Brown**	2 Color HDPE **Spring Green/White**

Patriotic

NEW!

Uprights **Burgundy**	Plastic **Champagne**	HDPE **Blue**
Metal **White**	Decks **Blue**	2 Color HDPE **Blue/Beige**

Jellybean

NEW!

Uprights **Burgundy**	Plastic **Blue**	HDPE **Blue**
Metal **Butterscotch**	Decks **Blue**	2 Color HDPE **Red/White**

Carnival

NEW!

Uprights **Spring Green**	Plastic **Sky Blue**	HDPE **Blue**
Metal **Butterscotch**	Decks **Red**	2 Color HDPE **Sky Blue/White**

Papaya

NEW!

Uprights **Orange**	Plastic **Yellow**	HDPE **Sky Blue**
Metal **Spring Green**	Decks **Brown**	2 Color HDPE **Sky Blue/White**

Wisteria

NEW!

Uprights **Spring Green**	Plastic **Periwinkle**	HDPE **Blue**
Metal **Champagne**	Decks **Gray**	2 Color HDPE **Spring Green/White**

Deep Space

NEW!

Uprights **Starlight Black**	Plastic **Sky Blue**	HDPE **Red**
Metal **Yellow**	Decks **Blue**	2 Color HDPE **Red/White**

Emerald

NEW!

Uprights **Metallic**	Plastic **Spring Green**	HDPE **Yellow**
Metal **White**	Decks **Blue**	2 Color HDPE **Red/White**

Bayou

NEW!

Uprights **Spring Green**	Plastic **Champagne**	HDPE **Green**
Metal **Bronze**	Decks **Brown**	2 Color HDPE **Green/Beige**

Riverbank

NEW!

Uprights **Champagne**	Plastic **Green**	HDPE **Blue**
Metal **Sky Blue**	Decks **Blue**	2 Color HDPE **Sky Blue/White**

Malibu

NEW!

Uprights **Bronze**	Plastic **Spring Green**	HDPE **Spring Green**
Metal **Beige**	Decks **Brown**	2 Color HDPE **Spring Green/White**

Rainforest

NEW!

Uprights **Bronze**	Plastic **Light Green**	HDPE **Gray**
Metal **Butterscotch**	Decks **Brown**	2 Color HDPE **Gray/Black**

Atlantic

NEW!

Uprights **Metallic**	Plastic **Sky Blue**	HDPE **Sky Blue**
Metal **Spring Green**	Decks **Blue**	2 Color HDPE **Sky Blue/White**

METAL

Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle (NEW!), Sky Blue, Blue, Spring Green, Light Green (NEW!), Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, Champagne (NEW!), White

PLASTIC

Yellow, Orange, Red, Royal Purple, Periwinkle (NEW!), Sky Blue, Blue, Dark Blue (NEW!), Spring Green, Light Green (NEW!), Green, Brown, Beige, Champagne (NEW!)

POLYETHYLENE (HDPE)

Yellow, Orange, Red, Royal Purple, Sky Blue, Blue, Spring Green, Green, Beige, Black, Gray

Red/White, Sky Blue/White (NEW!), Blue/Beige, Spring Green/White, Green/White, Green/Beige, Beige/Green, Black/White, Gray/Black (NEW!)

SUNBLOX™ CANOPY & SHADE

Sunflower Yellow, Red, Electric Purple (NEW!), Laguna Blue, Turquoise, Royal Blue, Navy Blue, Zesty Lime (NEW!), Rain Forest, Olive (NEW!), Chocolate (NEW!), Terra Cotta, Arizona, Black, Silver, White

DECKS

Gray, Red, Blue, Brown

SPECIAL ROCK

Sandstone, Deep Granite, Red Rock (RockScape only)

WALLCANO® HANDHOLDS

Red, Green, Blue, Beige

TIMBER DÉCOR

Redwood, Cedar

NETS

Blue / Black — Net Climbers

Blue / Brown — KidNetix Ropes Course Nets

Red / Black — Xscape Nets

Red — Freestanding Pyramid Nets

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Municipal Emergency Services for firefighting equipment

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Paul Adams, Chief, Fire & Medical Department, 623-333-6100

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

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide firefighting equipment in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

After a competitive procurement process National Purchasing Partners, LLC (NPP) entered into contract No. 168 dated May 28, 2017, as amended for MES to provide firefighting equipment. The initial term of the agreement expires May 27, 2019 and allows for four successive one-year extensions at the option of the city.

DISCUSSION:

The Fire and Medical Department has a wide variety of equipment in service on the various emergency response vehicles including firefighter protective clothing, small tools, hazardous materials equipment, hose, nozzles, extinguishers, extrication equipment, and firefighting foam to name a few. Some of these items are expendable and need to be replaced as used and for other equipment parts are needed for repair or they may need to be replaced due to damage or heavy use. MES is one of several vendors that the city utilizes to provide these supplies and parts.

BUDGET IMPACT:

Purchases associated with the agreement are typically charged to the following line items in the Fire and Medical Department Budget:

101-6330-00-7230: Safety Apparel and Equipment

101-6330-00-7990: Other Supplies

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide firefighting equipment in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 4, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Municipal Emergency Services, Inc., a Nevada corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, Public Procurement Authority ("PPA"), as the Lead Contracting Agency for National Purchasing Partners, LLC, dba NPPGov, entered into Contract No. 168, dated May 28, 2017, as amended by Contract Amendment dated August 24, 2017 (collectively, the "PPA Contract"), for the Vendor to provide firefighting equipment. A copy of the PPA 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 materials under the PPA Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the PPA Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the PPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with firefighting equipment, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

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.

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 May 27, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the PPA Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four successive one-year terms (each, a "Renewal Term") so long as the PPA 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 claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the PPA 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 Materials to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written agreement describing the materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Agreement and the PPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement and the PPA Contract will be subject to rejection. Vendor acknowledges and agrees that any Materials 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 Materials 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 PPA Contract shall not alter such terms and conditions or relieve Vendor 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.

3. Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the PPA Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4. Contract Amount. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $15,000.00 for Materials at the unit rates set forth in the PPA Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed $75,000.00.

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

6. Israel. Vendor 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.

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

8. 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.

9. 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 Vendor 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. Vendor 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.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Materials Order, the PPA Contract and invoices, the documents shall govern in the order listed herein.

11. Rights and Privileges. To the extent provided under the PPA Contract, the City shall be afforded all of the rights and privileges afforded to PPA and shall be the "Lead Contracting Agency" (as defined in the PPA Contract) for the purposes of the portions of the PPA Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 10 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to PPA to the extent provided under the PPA 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 Vendor's obligation to provide the indemnification and insurance.

13. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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 copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Vendor:	Municipal Emergency Services, Inc. 7 Poverty Road 85H Southbury, Connecticut 06488 Attn: Seth Cosans

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[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]

PPE

"Vendor"

MUNICIPAL EMERGENCY SERVICES, INC.,
a Nevada corporation

By: [redacted]

Name: Seth Cosans

Title: Contract Administrator

(ACKNOWLEDGMENT)

STATE OF DE)
) ss.
COUNTY OF New Castle)

On 2/4, 2019, before me personally appeared Seth Cosans, the Contract Administrator of MUNICIPAL EMERGENCY SERVICES, INC., a Nevada 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.

[redacted]
Notary Public

(Affix notary seal here)

Edwin Roy Lushbaugh
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES
September 6, 2021

3091492.4

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[PPA Contract]

See following pages.

Contract #00000168

Amendment to Firefighting Equipment Master Price Agreement

Distribution Area Adjustment

This Amendment to the Master Price Agreement is entered into this 24 day of August, 2017 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice to correct a scrivener error regarding area of distribution for a manufacturer on Attachment A on or about August 15, 2017; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the distribution area adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to distribution area on Firefighting Equipment.** Attachment A to the Master Price Agreement shall be amended in part to reflect the distribution area adjustment:

Globe Boots are 25% off MSRP (Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND)

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

[redacted] Date 8/24/17

BY: Heidi Arnold
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:

[redacted] Date 8/24/17

BY:
ITS:

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1605 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this agreement.

1.11 "Parties" shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link

with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is <u>not exclusive</u>. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) Vendor's Proposal; and
(iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and

Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A

shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements

of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs,

obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any

advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority

25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Municipal Emergency Services, Inc./Lawmen Supply Company
7 Poverty Rd 85H Bennett Square
Southbury, CT 06488
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 – COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: [redacted]

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: May 28, 2017

VENDOR:

Signature: [redacted] #1605

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Turnouts-all specifications	Globe	41.0%	Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	Tacgen	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Tech Rescue/Wildland	Tecgen	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	

11	Badges	Blackington	25.0%	
HELMETS				
1	All models	Bullard	35.0%	NOT applicable in: HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, UT
1	All models	Honeywell	20.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
BOOTS				
1	Structure	Globe	25.0%	Valid only in: SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
2	Cutting torches and gear	Petrogen	10.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		$85 per hour	Where MES is 1F
12	Compressors fill	SCOTT	10.0%	

	air carts			
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount
12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Duo Safety	20.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than	40.0%	

		hose		
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally

Orders $7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2nd Day Air	FedEx Next Day Air
$0 – 24.99	$4.95	$16.95	$28.95
$25 – 49.99	$6.95	$18.95	$30.95
$50 – 99.99	$11.95	$23.95	$35.95
$100 – 149.99	$13.95	$25.95	$37.95
$150 – 199.99	$15.95	$27.95	$39.95
$200 – 249.99	$17.95	$29.95	$41.95
$250 – 299.99	$19.95	$31.95	$43.95
$300 – 349.99	$21.95	$33.95	$45.95
$350 – 399.99	$23.95	$35.95	$47.95
$400 – 449.99	$25.95	$37.95	$49.95
$450 – 499.99	$27.95	$39.95	$51.95
$500 – 749.99	$29.75	$41.95	$53.95
$750 – 999.99	$31.95	$43.95	$55.95
Greater than $1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1605

SOLICITATION FOR: FIREFIGHTING EQUIPMENT

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **FIREFIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST** on **DECEMBER 12, 2016.** Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ppa-or.gov

The solicitation documents may be reviewed at the office address listed above.

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT **www.ppa-or.gov**, **www.findrfp.com** and **www.nppgov.com**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT **www.ppa-or.gov, www.findrfp.com** and **www.nppgov.com**

PUBLIC PROCUREMENT AUTHORITY
FIREFIGHTING EQUIPMENT REQUEST FOR PROPOSAL

RFP NUMBER 1605

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIREFIGHTING EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority ("PPA") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized

under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIREFIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIREFIGHTING EQUIPMENT to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIREFIGHTING EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The PPA is publishing this RFP to create publicly awarded contracts for use by it's members, which may also benefit the thousands of fellow members of NPPGov, FireRescue GPO and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the PPA's government members, as well as other Participating Agencies across the nation. The PPA has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating

Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the PPA's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The PPA and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The PPA and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee may be paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO for distribution to the relevant fire chiefs association where the purchase was made.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the PPA may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The PPA may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the PPA with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the PPA within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of PPA and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The PPA encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see *www.OregonRehabilitation.org/qrf* for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIREFIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s

entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.

2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority ("PPA") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to PPA and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or a Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority ("PPA") and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

Proposer(s)'s insurance shall be primary insurance with respect to the PPA, and any insurance or self-insurance maintained by the PPA shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The PPA shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the PPA's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the PPA, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority ("PPA") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the PPA.

Solicitation Notice Publications: October 26, 2016; November 2, 2016

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at questions@ppa-or.gov. The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at www.ProcurementAuthority.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ppa-or.gov.

Close date: Deadline for submission of proposals is **5:00 PM PST, on December 12, 2016.** The PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway

Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on **December 13, 2016** at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Proposal selection and negotiation: December 13, 2016 to January 16, 2017.

Approximate award date: February 1, 2017.

All responses to this Solicitation become the property of the PPA. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The PPA will not be held accountable if parties other than the PPA obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All inquiries concerning information herein shall be addressed to:

Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

Administrative telephone inquiries shall be addressed to:

Heidi Arnold, 855-524-4572
Email inquiries shall be addressed to:

questions@ppa-or.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The PPA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the PPA's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the PPA, or the PPA decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1605." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1605." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The PPA may accept or reject deviations, and all PPA decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are

to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1605.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority ("PPA") on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Coverage 6) Proven Experience & References 7) Conformance

At the PPA's discretion, Proposers may be invited to make presentations to the Evaluation Committee. PPA reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.

5.2.2 The PPA reserves the right to:

5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the PPA's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 General questions ***(Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).***

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with national vendors. Circle "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes or No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes or No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes or No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes or No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes or No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes or No

1.2 Additional Information:

1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
1.2.3.1.1 Agency name and address
1.2.3.1.2 Contact name, phone and email
1.2.3.1.3 Description of products/services sold and date.
1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.

1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]

6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]

6.6 Post sale services issues. [Insert response in box below]

6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]

6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]

6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]

6.13 Back order tracking process. [Insert response in box below]

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]
7.3 Per Attachment I, Proposer acknowledges that F.O.B Destination with all transportation and handling charges paid by the Proposer will be offered when doing business with agencies in the State of Hawaii. Additionally, responsibility and liability for loss or damage will remain with Proposer until final inspection and acceptance when responsibility will pass to the buyer. [Insert response in box below]

Exhibit 1
FIREFIGHTING EQUIPMENT Coverage

FIREFIGHTING EQUIPMENT
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			

PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C
SPECIFICATIONS

FIREFIGHTING EQUIPMENT

These specifications are intended to cover the complete range of Firefighting Equipment. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

Proposers should indicate if there is any individual contract/pricing available to employees and volunteers of government and/or non-profit organizations, as well as if there is any required relationship to a corporate/organizational contract or account for employees and volunteers to access the individual contract/pricing.

NOTE: **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: **FIREFIGHTING EQUIPMENT:** Including but not limited to thermal imagining cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.

CATEGORY 2: **FIREFIGHTING ATTACK TOOLS:** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.

CATEGORY 3: **EXTRACTION TOOLS AND SUPPLIES:** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.

CATEGORY 4: **SEARCH AND RESCUE EQUIPMENT:** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.

CATEGORY 5: **FIREFIGHTING AND FIREFIGHTER TRAINING:** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel

charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

CATEGORY 6: **HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.

CATEGORY 7: **FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.

CATEGORY 8: **FIREFIGHTERING FOAM:** Including but not limited to low expansion (between 2 to1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.

CATEGORY 9: **FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.

CATEGORY 10 **FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.

CATEGORY 11: **FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.

CATEGORY 12: **OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.

CATEGORY 13: **MAINTENANCE, SERVICE AND TESTING**: Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.

ATTACHMENT D
PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to PPA and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

EXAMPLE

FIREFIGHTING EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
FIREFIGHTING EQUIPMENT	
FIREFIGHTING ATTACK TOOLS	
EXTRACTION TOOLS AND SUPPLIES	
RESCUE EQUIPMENT	
FIREFIGHTING AND FIREFIGHTER TRAINING	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
FIRE EXTINGUISHERS	
FIREFIGHTERING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS	
OTHER	

* Identify source of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E
PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
5- Excellent – Substantially exceeds requirements
4-Very Good- Meet all requirements
3- Good – Meets most requirements
2- Satisfactory – Minimally meets requirements
1- Unsatisfactory – Requirements essentially not met
0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
Product Line (by category): Breadth, variety, quality of product line and warranties available.	15			Comments:
Marketing: The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
Customer Service: Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. **Note Exhibit 1 from PPW*	15			Comments:
Proven Experience & References: Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the PPA or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the PPA or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the PPA or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of PPA for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY
COMMUNITY AND TECHNICAL COLLEGES:
BATES Technical College
BELLEVUE Community College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CASCADIA College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COLUMBIA BASIN College
EDMONDS Community College
EVERETT Community College
GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community Colleges
SHORELINE Community College
SKAGIT Valley College
SOUTH PUGET SOUND Community College
SPOKANE Community Colleges
STATE BOARD for Technical & Community Colleges
WENATCHEE Valley College
YAKIMA Valley Community College
WHATCOM Community College

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H
LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappouse	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonners Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

ATTACHMENT I
HAWAII STATE REQUIREMENTS

PARTICIPATING ADDENDUM

(hereinafter "Addendum")
For
Add description of goods & servcies
MASTER AGREEMENT NO. Add contract no.
(hereinafter "Master Agreement")
Between
Insert Contractor Name
(hereinafter "Contractor")
and
State of Hawaii
(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contact No. add PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the Master Agreement Number insert contract number with insert contractor name.

1. Scope:

   This addendum covers describe services lead by insert lead State for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

   All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes: Replace with specific changes or statements that no changes are required

   A. Usage Reports. Contractor shall submit a quarterly State of Hawaii gross sales report to the Participating State contact person listed in Paragraph 5 (or as amended), below, in accordance with the following schedule (or as required):

Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by each Purchasing Entity. The quarterly report shall also include any adjustments from prior periods.

B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions can be found at http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf.
Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.

D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.

E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.

F. The State of Hawaii's purchasing card (pCard) is required to be used by the States executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than $2,500. For purchases of $2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Lease Agreements:

Leasing is not authorized by this Addendum

5. Primary Contact:

The primary contact individual for this Addendum are as follows (or their named successors:

Participating State	
Name:	Name of purchasing specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	phone number
Fax:	(808) 586-0570
E-Mail:	specialist e-mail address

Contractor	
Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

6. Subcontractors:

Subcontractors are (or are not) allows under this Addendum.

7. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

8. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number and Price List Contract Number.

- Purchase Orders and Payments shall be made to add contractor name or authorized subcontractors, if any.

9. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the

Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

10. Entire Contract:

This Addendum and the Master Agreement set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Master Agreement shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

APPROVED AS TO FORM:

_____

Deputy Attorney General

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[Materials Order(s)]

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

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Municipal Emergency Services for self contained breathing apparatus and related parts and services

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Paul Adams, Chief, Fire & Medical Department, 623-333-6100

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

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide self contained breathing apparatus and related parts and services in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

After a competitive procurement process National Purchasing Partners, LLC (NPP) entered into contract No. 169 dated May 29, 2017, as amended for MES to provide self contained breathing apparatus and related parts and services. The initial term of the agreement expires May 28, 2019 and allows for four successive one-year extensions at the option of the city.

DISCUSSION:

The Fire and Medical Department has nearly 35 self contained breathing apparatus (SCBA) units in service on the various emergency response vehicles. Through the course of the year parts and supplies are needed to repair or replace masks, harnesses, bottles, etc. and MES is the authorized vendor for those supplies, replacement units and parts. As the manufacturers representative in Arizona for the brand of SCBA that we have used for several years MES is the only vendor we are able to use for these services.

BUDGET IMPACT:

Purchases associated with the agreement are typically charged to the following line items in the Fire and Medical Department Budget:

101-6330-00-7230: Safety Apparel and Equipment

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement (CPA) with Municipal Emergency Services (MES) to provide self contained breathing apparatus and related parts and services in an annual amount not to exceed $15,000 and a maximum aggregate amount over the term of the agreement not to exceed $75,000 an authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 4, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Municipal Emergency Services, Inc., a Nevada corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Public Procurement Authority ("PPA"), as the Lead Contracting Agency for National Purchasing Partners, LLC, dba NPPGov, entered into Contract No. 169, dated May 29, 2017, as amended by that Amendment dated February 15, 2018 (collectively, the "PPA Contract"), for the Contractor to provide self-contained breathing apparatus and related products and services. A copy of the PPA 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 materials and services under the PPA Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the PPA Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the PPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with self-contained breathing apparatus and related products and services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) 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 May 28, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the PPA Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four successive one-year terms (each, a "Renewal Term") so long as the PPA Contract has not been terminated and subject to availability and appropriation of funds for renewal in each subsequent year, unless the Contractor 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 Contractor 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, 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.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the PPA 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 Materials 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 PPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the PPA 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 PPA 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 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.

3. 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 and/or the PPA 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 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.

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

5. 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. Each invoice shall (i) contain a reference to this Agreement and the PPA Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the PPA Contract will be subject to rejection and may be returned.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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. 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 PPA Contract and invoices, the documents shall govern in the order listed herein.

14. Rights and Privileges. To the extent provided under the PPA Contract, the City shall be afforded all of the rights and privileges afforded to PPA and shall be the "Lead Contracting Agency" (as defined in the PPA Contract) for the purposes of the portions of the PPA Contract that are incorporated herein by reference.

15. 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 PPA to the extent provided under the PPA 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.

16. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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 copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	Municipal Emergency Services, Inc. 7 Poverty Road 85H Southbury, Connecticut 06488 Attn: Seth Cosans

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[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]

SCBA

"Contractor"

MUNICIPAL EMERGENCY SERVICES, INC.,
a Nevada corporation

By: [redacted]

Name: Seth Cosaro

Title: Contract Administrator

(ACKNOWLEDGMENT)

STATE OF DE)
) ss.
COUNTY OF NEW CASTLE)

On 2/4, 2019, before me personally appeared Seth Cosaro, the Contract Administrator of MUNICIPAL EMERGENCY SERVICES, INC., a Nevada 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.

[redacted]
Notary Public

(Affix notary seal here)

Edwin Roy Lushbaugh
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES
September 5, 2021

30915014

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[PPA Contract]

See following pages.

Amendment to Self-Contained Breathing Apparatus (SCBA) Master Price Agreement

Product Category Adjustment

This Amendment to the Master Price Agreement is effective this 15 day of February, 2018 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor") based upon the sales and/or service of Self-Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about May 29, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor responded to Product Category 5 with net pricing in its Proposal; and

WHEREAS, Vendor included Fill Stations and Compressors in its Proposal; and

WHEREAS, Vendor has provided notice, on or about January 24, 2018, that Fill Stations and Compressors are miscategorized in Product Category 4 and are intended to be included in Product Category 5; and

WHEREAS, Vendor desires that the Master Price Agreement shall be amended in part to reflect the correct Product Category for Fill Stations and Compressors; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO SELF-CONTAINED BREATHING APPARATUS (SCBA) MASTER PRICE AGREEMENT

1. **Adjustment to Product Category Structure on Self-Contained Breathing Apparatus (SCBA)**. Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

"ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when

possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE
1	SCBA sets NFPA	SCOTT SAFETY	25% off current list price
2	Face pieces	SCOTT SAFETY	25% off current list price
2	Communications and face piece options	SCOTT SAFETY	10% off current list price
1 & 4	Cylinders	SCOTT SAFETY	25% off current list price
4	Air cart	SCOTT SAFETY	10% off current list price
5	Fill stations and compressors	SCOTT SAFETY	Net price on price sheet
6	Rit PAKs	SCOTT SAFETY	10% off current list price
6	SKA PAKs	SCOTT SAFETY	10% off current list price
6	PAK Tracker	SCOTT SAFETY	10% off current list price
5	Service for SCBA air test	SCOTT SAFETY	$110 per unit
5	Service for SCBA labor per hour for non-warranty	MES SCOTT Tech	$70 per hour
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders $7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2nd Day Air	FedEx Next Day Air
$0 – 24.99	$4.95	$16.95	$28.95
$25 – 49.99	$6.95	$18.95	$30.95
$50 – 99.99	$11.95	$23.95	$35.95
$100 – 149.99	$13.95	$25.95	$37.95
$150 – 199.99	$15.95	$27.95	$39.95
$200 – 249.99	$17.95	$29.95	$41.95
$250 – 299.99	$19.95	$31.95	$43.95
$300 – 349.99	$21.95	$33.95	$45.95
$350 – 399.99	$23.95	$35.95	$47.95
$400 – 449.99	$25.95	$37.95	$49.95
$450 – 499.99	$27.95	$39.95	$51.95
$500 – 749.99	$29.75	$41.95	$53.95
$750 – 999.99	$31.95	$43.95	$55.95
Greater than $1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 29, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:

[redacted] Date 2/15/18

BY: Tella Leighton
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY:

[redacted] Date 2/15/18

BY: Seth Cosans
ITS: Contract Administrator

Contract #
00000169

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Self-Contained Breathing Apparatus (SCBA) and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No.1610 for Self-Contained Breathing Apparatus (SCBA); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1610 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this agreement.

1.11 "Parties" shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing

contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is <u>not</u> <u>exclusive</u>. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) Vendor's Proposal; and
(iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any

liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase

Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its

subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement

or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Municipal Emergency Services, Inc./Lawmen Supply Company
7 Poverty Rd 85H Bennett Square
Southbury, CT 06488
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: [redacted]

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: May 29, 2017

VENDOR:

Signature: [redacted] #1610

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE
1	SCBA sets NFPA	SCOTT SAFETY	25% off current list price
2	Face pieces	SCOTT SAFETY	25% off current list price
2	Communications and face piece options	SCOTT SAFETY	10% off current list price
1 & 4	Cylinders	SCOTT SAFETY	25% off current list price
4	Air cart	SCOTT SAFETY	10% off current list price
4	Fill stations and compressors	SCOTT SAFETY	10% off current list price
6	Rit PAKs	SCOTT SAFETY	10% off current list price
6	SKA PAKs	SCOTT SAFETY	10% off current list price
6	PAK Tracker	SCOTT SAFETY	10% off current list price
5	Service for SCBA air test	SCOTT SAFETY	$110 per unit
5	Service for SCBA labor per hour for non-warranty	MES SCOTT Tech	$70 per hour
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders $7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2nd Day Air	FedEx Next Day Air
$0 – 24.99	$4.95	$16.95	$28.95
$25 – 49.99	$6.95	$18.95	$30.95
$50 – 99.99	$11.95	$23.95	$35.95
$100 – 149.99	$13.95	$25.95	$37.95
$150 – 199.99	$15.95	$27.95	$39.95
$200 – 249.99	$17.95	$29.95	$41.95
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$450 – 499.99	$27.95	$39.95	$51.95
$500 – 749.99	$29.75	$41.95	$53.95
$750 – 999.99	$31.95	$43.95	$55.95
Greater than $1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[Work Orders]

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

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Taylor Bennett Group, LLC (D/B/A Utility Audit) for an Audit of City-wide Utilities

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

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

PURPOSE:

City Council will consider a request to approve the Cooperative Purchasing Agreement with Taylor Bennett Group, LLC, doing business as, Utility Audit, for the purpose of auditing the City's utility invoices to identify potential errors in billing and negotiating better rates and plans and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Utility service companies provide the City services including telecommunications, Internet and broadband services, electricity, and gas. These companies bill the City monthly for these services and, depending upon the service provider, bills often contain hundreds of pages, numerous billing locations, and hundreds of accounts. In addition, these bills often include multiple service rates, taxes, fees, and surcharges, which further complicates the billing process.

The manual nature of the billing review challenges staff in the regular validation of the billing details supporting the monthly charges. As a result, the City may be overcharged on utility expenses through incorrect rates, taxes, calculation errors, and discrepancies billed by the utility companies.

DISCUSSION:

To ensure the accuracy of the City's utility invoices and better available pricing is secured through rate and plan negotiations, staff is asking Council to consider entering into an agreement with Utility Audit, Inc. for auditing of the City's utility bills. The firm has the necessary resources and expertise to conduct this labor intensive work.

At this time, the City would like to begin with an audit of its telecommunication and electricity bills. Utility Audit, Inc.'s audit would consist of verifying billing addressees, account numbers, meter readings, franchise fees, tax structure, late fees, energy charges, monthly service charges, equipment charges, and more. In addition, they would negotiate rates as well as researching the most appropriate plan based on the City's needs. The initial term of the contract would be in effect through May 9, 2019, at which point the contract could be renewed for

up to two successive one-year terms if it is deemed in the best interest of the City.

In addition to auditing telecommunications and electricity bills, the contract would allow for future audits of other utilities and/or services such as natural gas, water, sewer, sales and property tax and insurance. And because payment is secured by Utility Audit, Inc. only if cost savings is realized by the City, payment would be made through budgetary savings. Payment to Utility Audit, Inc. would be based on amount of savings achieved as listed in the following tiers:

Tier 1: First $250,000 realized refunds, credits and future savings results in 35% commissions
Tier 2: Second $250,000 realized refunds, credits and future savings results in 30% commissions
Tier 3: Any additional refunds, credits and future savings realized results in 25% commissions

Annually, the City spends an estimated $400,000 in telephone service and $3.6 million on electricity.

BUDGET IMPACT:

Because payment is secured by Utility Audit, Inc. only if cost savings is realized by the City, payment would be made through budgetary savings achieved requiring a routine budget amendment to transfer funds from utilities to contractual services. Future year budgetary savings may be experienced through corrected errors and possible lower rates.

RECOMMENDATION:

Staff recommends Council consider entering into an agreement with Utility Audit, Inc. for auditing of the City's utility bills to achieve savings through corrected billing errors and negotiated rates and plans.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TAYLOR BENNETT GROUP, LLC
D/B/A UTILITY AUDIT

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 4, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Taylor Bennett Group, LLC, an Arizona limited liability company, d/b/a Utility Audit (the "Consultant").

RECITALS

A. After a competitive procurement process, 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 16-07P-03, dated May 10, 2016, as amended by Contract Extension/Amendment dated April 27, 2017, and Contract Extension/Amendment dated April 13, 2018 (collectively, the "1GPA Contract"), for the Consultant to provide cost recovery and containment services. A copy of the 1GPA 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 services under the 1GPA Contract, at its discretion and with the agreement of the awarded Consultant.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the 1GPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Consultant may provide the City with cost recovery and containment services, as more particularly set forth in Section 2 below (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to 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.

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 May 9, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the 1GPA Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to two 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 1GPA Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant 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 1GPA Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant'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 Consultant, 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, Consultant 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 Consultant 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. Consultant shall provide the Services under the terms and conditions of the 1GPA Contract for the following:

A. Electric
B. Natural gas
C. Fuel and oil
D. Water and sewage
E. Storm drainage
F. Telecommunications
G. Waste removal
H. Sales and property tax
I. Insurance
J. Merchant services

3. Compensation. The City shall pay Consultant according to the contingency fee based pricing structure set forth in the 1GPA Contract.

4. Payments. The City shall pay the Consultant upon verification of all refunds/credits and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the 1GPA Contract and (ii) document all work completed to date. Additionally, invoices submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection and may be returned.

5. Safety Plan. Intentionally omitted.

6. Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under Section 7 below, Consultant'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 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 (i) 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 (ii) evaluation of the Consultant'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, 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 Section. 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 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 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.

8. 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.

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 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 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.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the 1GPA Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the 1GPA Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any 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 1GPA Contract shall not alter such terms and conditions or relieve Vendor 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.

13. Rights and Privileges. To the extent provided under the 1GPA Contract, the City shall be afforded all of the rights and privileges afforded to the Government and shall be "1GPA" (as defined in the 1GPA Contract) for the purposes of the portions of the 1GPA 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 1GPA to the extent provided under the 1GPA 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 Consultant'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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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 copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Taylor Bennett Group, LLC d/b/a Utility Audit 3158 North 64th Street Mesa, Arizona 85215 Attn: Mike Vigil

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[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 _____, 201__, 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**"

TAYLOR BENNETT GROUP, LLC,
an Arizona limited liability company, d/b/a
UTILITY AUDIT

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 201__, before me personally appeared _____ _____, the _____ of TAYLOR BENNETT GROUP, LLC, an Arizona limited liability company, d/b/a UTILITY AUDIT, 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 A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TAYLOR BENNETT GROUP, LLC,
D/B/A UTILITY AUDIT

[1GPA Contract]

See following pages.

1Government Procurement Alliance

CONTRACT EXTENSION / AMENDMENT

April 13, 2018

Utility Audit, Inc.
3158 N. 64th Street
Mesa, AZ 85215

Attn: Michael Vigil

RE: Extension Agreement for Contract# 16-07P-03 Cost Recovery & Containment Services

The above referenced contract is hereby mutually extended for an additional one (1) year period through May 9, 2019. This is the third year of a potential five year agreement. **Please indicate your desire to extend by completing the information below**:

☑ Our contract utilized fixed pricing. We agree to hold the current prices until the next contract renewal date of 5/9/2019.

☐ We have provided new pricing for 1GPA's review. Please see the attached updates.

☐ We will provide new pricing for 1GPA's review no later than (Date): _____
(*Pricing will remain the same until reviewed and approved by 1GPA.*)

Please provide 1GPA a copy of your updated Certificate of Insurance with your executed Contract Extension. In addition, remember to send all purchase orders issued through your 1GPA Contract to 1GPA. If you have any questions or concerns, please feel free to contact Christy Knorr at 480-399-6366 or by email: cknorr@1GPA.org.

Vendor Signature: Michael Vigil Date: APRIL 16, 2018

Authorization: _____ Date: _____
Ken Carter, 1GPA Executive Director

Authorization: _____ Date: _____
Jill Broussard, Pinal County Superintendent

1Government Procurement Alliance

Update Vendor Contact Information

Date: April 16, 2017

Sales Reports / Accounts Payable Contact:

Name: Michael Vigil

Title: President

Company: Utility Audit, Inc.

Address: 10563 East Hawk Avenue

City: Mesa State: AZ Zip: 85212

Phone: 800-819-5540 Email: main@utility-audit.com

Primary Contact for 1GPA Contract:

Name: Michael Vigil

Title: President

Company: Utility Audit, Inc.

Address: 10563 East Hawk Avenue

City: Mesa State: AZ Zip: 85212

Phone: 800-819-5540 Email: main@utility-audit.com

SUMMARY OF INSURANCE

THE HARTFORD

FOR:

UTILITY AUDIT INC
3158 N 64TH ST
MESA AZ 85215
Phone: FAX:

Prepared:5/13/2016

BY: HOME OFFICE
AUTOMATIC DATA PROCESSING INS/PAC 250815
PO BOX 33015
SAN ANTONIO TX 78265
Phone: FAX:

ACCOUNT POLICY RECAP	Policy Number	Eff Date	Exp Date	Premium
. Spectrum Sentinel Ins Co LTD	76 SBU IH9427	05012016	05012017	$425.00

POLICY DETAIL Policy . Spectrum

Property Coverages - Form	Limit	Deductible
Location 001 Building 001		
3158 N 64TH ST		
MESA, AZ 85215-0928		

Comm'l Liability Coverages - Applicable to all policy locations

Each Occurrence	$2,000,000
Damage to Premises Rented to You	$1,000,000
Medical Expense (Any One Person)	$10,000
Personal & Advertising Injury	$2,000,000
General Aggregate	$4,000,000
Product/Complet Operation Aggregate	$4,000,000
Hired Non-Owned Auto Liability	$2,000,000
EMPL PRACTICES LIAB COVG	$10,000
CYBERFLEX COVERAGE	
TERRORISM	

Class Description Detail	Code	Premium Basis
LOCATION 001 Accounting & Auditing Services	65111	

This summary and its attachments provides high level overview of policy coverages and does not include all conditions, limitation or exclusion. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

1Government Procurement Alliance

CONTRACT EXTENSION / AMENDMENT

April 27, 2017

Utility Audit, Inc.
3158 N. 64th Street
Mesa, AZ 85215

Attn: Michael Vigil

RE: Extension Agreement for Contract# 16-07P-03 Cost Recovery & Containment Services

The above referenced contract is hereby mutually extended for an additional one (1) year period through May 9, 2018. This is the second year of a potential five year agreement. **Please indicate your desire to extend by completing the information below**:

- ☒ Our contract utilized fixed pricing. We agree to hold the current prices until the next contract renewal date of 5/9/2018.
- ☒ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable and percent discounts remain the same until the next contract renewal date of 5/9/2018.
- ☐ We have provided new pricing for 1GPA's review. Please see the attached updates. *(Note: Percentage Discounts should remain the same per contract terms and conditions.)*
- ☐ We will provide new pricing for 1GPA's review no later than (Date): _____ *(Pricing will remain the same until reviewed and approved by 1GPA.)*

Please provide 1GPA a copy of your updated Certificate of Insurance with your executed Contract Extension. In addition, remember to send all purchase orders issued through your 1GPA Contract to 1GPA. If you have any questions or concerns, please feel free to contact Christy Knorr at 480-399-6366 or by email: cknorr@1GPA.org.

Vendor Signature: Michael Vigil Digitally signed by Michael Vigil Date: 2017.05.01 12:19:52 -07'00' Date: May 1, 2017

Authorization: _____ Date: 5/3/17
Ken Carter, Executive Director

1Government Procurement Alliance

May 10, 2016

Utility Audit, Inc.
Michael Vigil
3158 N. 64th Street
Mesa, AZ 85215

Dear Mr. Vigil,

1GPA is pleased to announce that your firm has been awarded a contract for the following services based on the proposal submitted to 1GPA for RFP # 16-07P:

Commodity/Contract Title: **Cost Recover & Containment Services**
Contractor/Vendor: **Utility Audit, Inc.**
Contract Number: **16-07P-03**

The contract #16-07P-03 is effective immediately and will expire on May 9, 2017. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office at 480/399-6366 or via email; cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Jennifer Muñoz
1GPA, Director of Procurement & Compliance

1Government Procurement Alliance

Request for Proposal # 16-07P
Cost Recovery & Containment Services

Proposal Due Date and Time: **April 21, 2016 at 11:00 A.M. Arizona Time**

RFP Opening Location: 1GPA
1910 W. Washington Street
Phoenix, Arizona, 85009

Last Day for Questions: **March 30, 2016**
Pre-Proposal Conference: None Required

In accordance with the Arizona Department of Education School District Procurement Rules pursuant to R7-2-1001 thru R7-2-1195, Competitive Sealed Proposals for the materials or services specified will be received by 1GPA, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of 1GPA on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Request for Proposal number and the Offerors name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be directed to:

Christy Knorr, Contract Administrator Email: cknorr@1gpa.org Phone: 866-306-3893

Jennifer Muñoz, Director of Procurement & Compliance
1GPA

Date: March 23, 2016

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.
(If Applicable)
State Transaction (Sales) Privilege Tax License No.: 75853600

Federal Employer Identification Number 90-0010595

Company Name UTILITY AUDIT INC.

Address 3158 N. 64th STREET City MESA State AZ Zip 85215

Telephone Number 800-819-5540 Fax 480-626-1214

Printed Name MICHAEL VIGIL Title PRESIDENT

Primary Email MIKE@UTILITY-AUDIT.COM Company Email MAIN@UTILITY-AUDIT.COM

Authorized Signature _____

The Contractor shall not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order from a 1GPA member.

PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:
The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as Contract Number RFP 16-07P Cost Recovery & Containment Services

Awarded this 10th day of May 2016

This contract shall be effective this 10th day of May 2016

1GPA

Signature: _____ Date: 5/10/16

Title: Executive Director

Printed Name: Ken Carter

Approved By: Pinal County ESA/ Mary C. O'Brien

Signature: Jill M. Broussard Date: 5/10/16

Title: MCOB ESA Board

Printed Name: Jill M. Broussard

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"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.

"*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.

"Member" means a government organization which has entered into a Cooperative Purchase Agreement (CPA) with 1GPA.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor 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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"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.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP will be accepted in writing through **March 30, 2016 at 5:00 p.m**. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by **Friday, April 8, 2016 at 5:00 p.m.** No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Christy Knorr, cknorr@1GPA.org, or Fax 602-663-9515.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

A. **Forms:** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Proposal has 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, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.

B. **Electronic Submission** - If determined by 1GPA that electronic submission of Proposals is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.

C. **Proposal Amendment or Withdrawal** – An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Executive Order 99-4, 2000-4 and A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** - 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 within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA Representative, Ken Carter, Executive Director.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's 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 requested.
6. The interested party shall supply promptly any other information requested by the 1GPA representative.

B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public instruction.

D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

Suppliers submitting proposals understand that the award of this RFP will be made available for use by any local government public agency in the United States that chooses to avail itself of its benefits. Selected suppliers must deal directly with any agency that chooses to participate as a result of this RFP process.
Each selected supplier will need to execute a separate contract or agreement with each participating pubic agency, and shall be willing to include local terms and conditions as appropriate. The state laws governing each public agency shall take precedence under that agency's terms and conditions. Legal venues shall be established by each entity and selected supplier during their respective contract negotiations.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is **Pinal County ESA/Mary C. O'Brien**.

2. **Contract Interpretation**

A. **Application of Law** - The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which the 1GPA is conducting business under this contract.

B. **Implied Contract 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.

C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol 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.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed 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. **Contract Administration and Operation**

UNIFORM TERMS AND CONDITIONS

A. **Records** - Under A.R.S. § 41-2548, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times 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 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA 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 may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

4. **Costs and Payments**

A. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

B. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

C. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:

1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

D. **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 Member 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.

E. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

F. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - 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.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

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; injections-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.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. 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
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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.

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.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members 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.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable 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 licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of 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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Gratuities** - 1GPA may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of 1GPA 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.

C. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

D. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.

E. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

F. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

G. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** – Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work hours and Safety Standards Act, the Davis-Bacon Act, and Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member.

F. **Terrorism Country Divestments** - Per ARS § 35-392, the Member is prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **EDGAR** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

J. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm

https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **TERM OF CONTRACT:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: Fixed price term.

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the Member requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

9. **TIME STAMP**: Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.

10. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

11. **PROPOSAL FORMAT:** One (1) original and three (3) copies in addition to two (2) electronic copies on a USB flash drive of the Proposal shall be submitted on the forms and in the format as contained in the RFP. All Proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

SPECIAL TERMS AND CONDITIONS

12. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

13. **DISCUSSIONS**: In accordance with R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the Member shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

15. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for contractor's ability to provide for a large diverse Membership, geographic areas served, types of services offered for Cost Containment and Recovery. Contracts will be awarded by individual line item, groups of line items analyzed by the types of cost recovery/containment services offered and also by region or by location. The awards will be limited to the least number of Offerors that is determined necessary to meet the needs of the members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA and the Lead Agency. The actual use of any contract will be at the sole discretion of 1GPA members.

16. **ADMINISTRATION FEE:** 1GPA's .00995 administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

17. **PRICING:** Contract pricing may be based upon:
    1) Firm fixed price (Hourly Rates)
    2) Fixed Fee-for-Service
    3) A combination of the above

18. **PRICE ADJUSTMENT FOR FIXED PRICING:** 1GPA may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of its Members. Price increases shall not exceed the Federal CPI.

19. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

20. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. It is difficult to estimate exactly how much local governments have in outstanding overpayments; however, there is anecdotal evidence that hundreds of millions of dollars each year could be returned to local coffers. The overpayments often occur through third party providers. Other areas that may create cost recovery opportunities lie within the public entity accounts payable and receivable divisions,

in utility or telephone audits and state or federal reimbursement systems. The contract would provide services to assist 1GPA members in finding and recovering these dollars.

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

21. SAFETY STANDARDS: All items and services offered under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

22. RESPONSIBILITY OF OFFERORS: 1GPA will consider the following factors in determining if an Offeror is responsible:

A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
B. The proposed contractor's record of performance and integrity.
C. Whether the proposed contractor is qualified legally to contract with the public entity.
D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
E. Complaints on file with the Registrar of Contractors.
F. Prior litigation history.

23. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

24. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

25. BILLINGS: All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

26. INSURANCE: Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming 1GPA Member as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

27. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the Member, replace such personnel with personnel of substantially equal ability and qualifications.

28. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the Member.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

SCOPE OF WORK

1. PURPOSE

The purpose of this solicitation is to enter into a contract with a qualified firm(s) for the development of a program for school districts, public agencies, and local governments that provides cost recovery, cost containment and related services. Due to recent and continuing budget reductions across the state and the need to seek out innovative and effective methods to improve financial stability, members of 1GPA have identified a need for a program that can address various cost recovery and containment measures.

Often local governments do not have the expertise or staff support to fully recover overpayments or analyze cost containment opportunities. During budget downturns 1GPA is seeking trained and effective independent firms to interact with members of 1GPA to identify and define/execute a program(s) that may include, but is not limited to: utilities, energy and telecom service.

2. HISTORY/OVERVIEW:

It is difficult to estimate exactly how much local governments have in outstanding overpayments; however, there is anecdotal evidence that hundreds of millions of dollars each year could be returned to local coffers. The overpayments often occur through third party providers. Other areas that may create cost recovery opportunities lie within the public entity accounts payable and receivable divisions, in utility or telephone audits and state or federal reimbursement systems. The contract would provide services to assist 1GPA members in finding and recovering these dollars.

Public agencies are experiencing budget shortfalls due to federal and state revenue declines. Consequently, these agencies are seeking ways to lower costs, contain existing service costs, and find innovative solutions to their budgetary problems. Many public agencies are seeking solutions that can both lower costs and improve services to their constituents.

3. SCOPE OF SERVICES:

1GPA is seeking proposals from qualified firms to provide cost recovery, cost containment and cost saving services to public agencies and 1GPA members. 1GPA encourages creativity and innovation. Consequently, offerors are encouraged to provide additional information that will assist in developing an excellent program at competitive prices.

Potential activities associated with this contract will include, but are not limited to:

A. Cost Recovery Through Audits of:

a. Accounts payable and receivable systems

b. Federal and State Grants (e.g. school-based health services, medical support enforcement, third party liability for state Medicaid, child welfare revenue services, Medicaid fraud and abuse)

c. Building Operations: Utility conservation policies, procedures, measures.

d. Energy Management System (EMS) operations and use audits

e. Telephone / Cellular Communications usage, costs and operations

f. Health Providers

g. Insurance third party administrators

h. Supplier Contracts- discounts and rebates

i. Insurance recovery

B. Cost Avoidance Through Real Estate Management and Analysis of:

a. Rents and leases

b. Owned facilities

c. Build-to-lease facilities

d. Turnkey operations

C. Cost Containment

a. Budget management tools

b. Administrative management programs

c. Financing mechanisms

d. Process management systems

D. Other Cost Recovery/Containment Consulting Programs

a. Consulting services for recovery of funds eligible for reimbursement to the district for various programs.

b. Consulting services that offer containment solutions for funds that are eligible for members to participate in shared revenue for various programs.

E. Program Management

a. Provide complete program management services to 1GPA member that may include, but is not limited to:

1. Discussions with member administrators, staff, key stakeholders, or others as needed

2. Preparation of short written overview, scope of service or other document proposing a solution for each separate project to be submitted for review and approved by the member

3. Execute proposed solution after approval and authorization of the member

4. Prepare verbal and written reports on the progress of the project to member

5. Follow up on the project and make applicable recommendations

6. Maintain reasonable and appropriate standards in conducting services to member and agree to consult regularly with member

F. Commitment to Program Success:

a. 1GPA member has the support of Senior management and the Cost Recovery Program will be the primary offering to public agencies nationwide and existing local government clients will be transitioned to the 1GPA program as existing contracts expire;

b. A commitment that the 1GPA Cost Recovery and Containment Program fee structure is the most advantageous available fee structure (net to user) to local public agencies nationwide and a further commitment that, if a local public agency is eligible for more advantageous fee structure through a state, regional or local contract held by the supplier, the supplier will match the fee structure under 1GPA.

c. A commitment that the supplier will aggressively market the 1GPA Cost Recovery and Containment Program nationwide and that the representative network will be trained, engaged and committed to offering the Program to local public agencies nationwide. The supplier also commits that all Program usage activity be accurately and timely reported.

EVALUATION CRITERIA/PROPOSAL FORMAT

1. EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members, and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the best interest of 1GPA and its members. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. Overall Program Offered: Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality services in a timely and professional manner. This includes the method of approach, implementation plan, quality control, staffing, sustainability and reporting system.

B. Experience/Expertise: Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like services as outlined in this RFP is also considered.

C. Pricing and Value of Services to the Member:

D. Additional Value Added Services:

E. Responsiveness: Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. Quality and thoroughness of the proposal.

2. PROPOSAL FORMAT

1GPA may seek face-to-face meetings with selected firms, both to confirm the qualifications of the firm and to meet with the day-to-day team that is proposed to work with members of 1GPA and our organization. We support proposals by consortia of firms. If your firm provides some, but not all of the services, we encourage you to submit a proposal for those services only. We expect to award to multiple suppliers.

We appreciate brevity and therefore do not desire substantial volumes of corporate or annual reports. **One (1) original and three (3) copies along with two (2) electronic copies in the form of a USB Flash Drive** of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled **"original."** The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

Tab 1 Overall Program Offered

A. Identify services offered by your firm along with characteristics of the program. These characteristics may go beyond the scope of this solicitation if the services provide value to the Cost Recovery Program. Offerors should list specific pubic agency experience and include examples of prior results achieved with former clients.

B. Describe your concepts for the creation of a cost recovery, cost containment and/or cost saving program. What are the key elements of the program? What services are being proposed as part of the program?

C. Identify and describe the day-to-day team you expect to work with the 1GPA Member. Identify any subcontractors that are being proposed as a part of this program.

D. What specific resources do you expect the 1GPA Member to provide for this effort?

E. Please provide a draft timeline for implementation and execution of the proposed program.

Tab 2 Experience/Expertise

A. **Company Overview:** Provide the following information relative to the company:

- **Location of Company** – Provide the address for the company's headquarters or name of the Supplier's local office. Include a contact name, address, and phone number. In addition, provide a list of all of the firms offices located in the United States.

- **Supplier's Primary Business** – State the company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

- **Company History** – Provide a brief history of Supplier's organization. State briefly the programmatic and administrative experience qualifying the Supplier to perform the proposed services. Include the Supplier's mission statement, philosophy of service, and any special qualifications.

B. **Supplier References:** Provide a minimum of five (5) local government and private sector clients you have worked with on similar programs or services. A partial list is acceptable. Each reference must be accompanied by the following information:

- Company Name
- Address
- Phone Number and Fax Number
- Contact Person
- Nature of Relationship and Service Performed
- Time Period of Contract

If references cannot be provided, explain why.

C. **Personnel Qualifications:** For key personnel who will be working on the project, please submit resumes with the following:

- Proposed Role
- Job Description
- Industry Certification(s) and Educational Background
- Work History
- Personal Reference (company name, contact name and phone number, scope and duration of project)
- Organizational chart for the project including names, position titles, telephone numbers and e-mail addresses

Tab 3 Pricing and Value of Services to the Member

A. Describe your pricing methodology.

B. Discuss your proposed fee-sharing arrangement with 1GPA Member.

Tab 4 Additional Value Added Services

A. Offerors shall provide any additional information or services that will improve their overall Proposal.

B. In order for this program to be successful, 1GPA must have the full commitment of its partners. Describe your firm's commitment to the following:

   a. Corporate commitment at the top levels of your organization to make this contract a primary vehicle for local government sales

   b. Corporate commitment to a trained and engaged sales force for this contract

   c. Corporate commitment to provide **your** best pricing to the local government market through this contract.

C. Specify if your firm can serve all of Arizona or list the regions or counties your firm serves.

D. 1GPA is interested in making this a national contract. Does your firm provide services in other States? If so is your firm willing to extend services through 1GPA to those States?

E. If awarded, how will your firm market this contract and how will volume be tracked and reported to 1GPA?

F. Provide a list of other cooperative contracts held and how those contracts will affect your firm's potential contract with 1GPA if awarded.

Tab 5 Responsiveness

A. Overall responsiveness of the proposal in clearly stating and understanding the scope of work, and in providing all information required at proposal opening date.

   a. Proposal and Acceptance Form on page 3.

   b. Antitrust Certification Statement on page 28.

   c. Non-Collusion Affidavit form on page 29.

   d. EDGAR Certification forms on pages 30-33.

   D. Provide a sample Certificate of Insurance form similar to the sample on page 35.

EXHIBIT A- SCOPE OF SERVICES- PLACE IN TAB 1

SCOPE OF SERVICES: Offerors must check off all services offered in proposal and list services proposed that are not covered in the scope of work.

COST RECOVERY THROUGH AUDITS OF:

- ☐ Accounts payable and receivable systems
- ☐ Federal and State Grants (e.g. school-based health services, medical support enforcement, third party liability for state Medicaid, child welfare revenue services, Medicaid fraud and abuse)
- ☐ Building Operations: Utility conservation policies, procedures, measures.
- ☐ Energy Management System (EMS) operations and use audits
- ☐ Telephone / Cellular Communications usage, costs and operations
- ☐ Health Providers
- ☐ Insurance third party administrators
- ☐ Supplier Contracts- discounts and rebates
- ☐ Insurance recovery

List other applications not listed above: (If more room is required, include on separate page)

COST AVOIDANCE THROUGH REAL ESTATE MANAGEMENT/ANALYSIS:

- ☐ Rents and leases
- ☐ Owned facilities
- ☐ Build-to-lease facilities
- ☐ Turnkey operations

List other applications not listed above: (If more room is required, include on separate page)

COST CONTAINMENT

- ☐ Budget management tools
- ☐ Administrative management programs
- ☐ Financing mechanisms
- ☐ Process management systems

List other applications not listed above: (If more room is required, include on separate page)

OTHER COST RECOVERY/CONTAINMENT CONSULTING PROGRAMS:

- ☐ Consulting services for recovery of funds eligible for reimbursement to the district for various programs
- ☐ Consulting services that offer containment solutions for funds that are eligible for members to participate in shared revenue for various programs

List other applications not listed above: (If more room is required, include on separate page)

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name _____
(Please Type or Print)

Address _____

_____

_____

_____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

NON-COLLUSION AFFIDAVIT

State of _____ County of_____

_____ _____

Name Title

_____

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting a Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed:_____

Title: _____

Subscribed and sworn to before me

This _____day of _____, 20____

_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

PROPOSAL RETURN LABEL

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

PROPOSAL RETURN LABEL

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendo

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

AFFIX TO THE FRONT OF YOUR BID CONTAINER

PROPOSAL RETURN LABEL

SEALED PROPOSAL

Submitted By:
Company Name:
Address:
City, State, Zip:

RFP #	**Proposal Name:**	**Due Date/Time:**
16-07P	Cost Recovery & Containment Services	April 21, 2016 @ 11:00 AM

1GPA

Attn: Jennifer Muñoz

1910 W. Washington St.

Phoenix, AZ. 85009

AFFIX TO THE FRONT OF YOUR BID CONTAINER

CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	A	
	B	
NAME AND ADDRESS OF INSURED:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:			COMPREHENSIVE GENERAL LIABILITY FORM		
PER PERSON	$1,000,000.00		PREMISES OPERATIONS		
EACH OCCURRENCE	$2,000,000.00		CONTRACTUAL		
PROPERTY DAMAGE	$1,000,000.00		INDEPENDENT CONTRACTORS		
OR	_____		PRODUCTS/COMPLETED OPERATIONS HAZARD		
BODILY INJURY			PERSONAL INJURY		
AND	$1,000,000.00		BROAD FORM PROPERTY DAMAGE		
PROPERTY DAMAGE			EXPLOSION & COLLAPSE (IF APPLICABLE)		
COMBINED			UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		

1GOVERNMENT PROCUREMENT ALLIANCE IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED_____

_____

AUTHORIZED REPRESENTATIVE

SAMPLE

SEALED PROPOSAL

Submitted By: **Michael Vigil**
Company Name: **Utility Audit, Inc.**
Address: **3158 N 64th St**
City, State, Zip: **Mesa, AZ 85215**

RFP #	**Proposal Name:**	**Due Date/Time:**
16-07P	Cost Recovery & Containment Services	April 21, 2016 @ 11:00 AM

1GPA

Attn: Jennifer Muñoz

1910 W. Washington St.

Phoenix, AZ. 85009

AFFIX TO THE FRONT OF YOUR BID CONTAINER

Utility Audit, Inc.
An Independent Firm Specializing In Utility Billing
3158 N. 64th St. Mesa, AZ 85215 | 1-800-819-5540 -main | 480-626-1214 -fax | www.Utility-Audit.com

1GPA
1910 W. Washington Street
Phoenix AZ, 85009

RE: RFP No. 16-07P Cost Recovery & Containment Services

Utility Audit, Inc. has reviewed RFP No. 16-07P Cost Recovery & Containment Services and is pleased to submit our proposal. We welcome the opportunity to work with the 1GPA on this project. As you will see we can fulfill your needs and requirements for the Cost Recovery & Containment Services. Our offices will only use our in house staffing and auditors to accomplish this project. We warrant and represent that Utility Audit, Inc. possesses the experience, qualifications and expertise, equipment and resources necessary to perform and complete the Services.

Our auditing group will measure and detect improved means of recovering profits and energy proficiency. We are skilled at collecting overpayments and receiving refunds as well as managing conservation with all utilities. We will use a layered integrated approach in an efficient, effective and calculated performance based method. Utility Audit, Inc. will tailor its scope of services and professional experience to meet the 1GPA's needs as outlined in this RFP.

Utility Audit, Inc., has a proven record backed by a database of information, including copies of tariffs, regulatory items and thousands of audit results, which gives Utility Audit, Inc., the leading edge in the industry. Utility Audit, Inc., provides verification in writing from the vendors of all potential refunds, credits & savings that are implemented throughout the audit process. This gives you the assurance of knowing at all times, our reports are accurate, reliable and credible.

Our track record of years of service to thousands of clients for whom we have recovered millions of dollars, should give the security of knowing that Utility Audit Inc. has the resources to see this project through to a successful conclusion. Utility Audit, Inc., understands our role in what is required to make this partnership successful.

We welcome the opportunity to work on this project with you.

Sincerely,

Mike Vigil
Utility Audit, Inc.
President
1-800-819-5540
mike@utility-audit.com

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SCOPE OF SERVICES: Offerors must check off all services offered in proposal and list services proposed that are not covered in the scope of work.

COST RECOVERY THROUGH AUDITS OF:

- ☒ Accounts payable and receivable systems
- ☐ Federal and State Grants (e.g. school-based health services, medical support enforcement, third party liability for state Medicaid, child welfare revenue services, Medicaid fraud and abuse)
- ☒ Building Operations: Utility conservation policies, procedures, measures.
- ☒ Energy Management System (EMS) operations and use audits
- ☒ Telephone / Cellular Communications usage, costs and operations
- ☐ Health Providers
- ☐ Insurance third party administrators
- ☒ Supplier Contracts- discounts and rebates
- ☐ Insurance recovery

List other applications not listed above: (If more room is required, include on separate page)

Utility Bill Audit Review (see attached Audit Description & Savings Packet in Tab 1 for details)

COST AVOIDANCE THROUGH REAL ESTATE MANAGEMENT/ANALYSIS:

- ☒ Rents and leases
- ☒ Owned facilities
- ☒ Build-to-lease facilities
- ☐ Turnkey operations

List other applications not listed above: (If more room is required, include on separate page)

COST CONTAINMENT

- ☐ Budget management tools
- ☐ Administrative management programs
- ☐ Financing mechanisms
- ☐ Process management systems

List other applications not listed above: (If more room is required, include on separate page)

OTHER COST RECOVERY/CONTAINMENT CONSULTING PROGRAMS:

- ☒ Consulting services for recovery of funds eligible for reimbursement to the district for various programs
- ☐ Consulting services that offer containment solutions for funds that are eligible for members to participate in shared revenue for various programs

List other applications not listed above: (If more room is required, include on separate page)

Utility Audit, Inc.

An Independent Firm Specializing In Utility Billing

Savings Packet &
Audit Description Process

4801 E McKellips Rd
Mesa, AZ 85215

t. 800-819-5540
f. 480-626-1214

www.Utility-Audit.com

WE BELIEVE BY WORKING TOGETHER AS **PARTNERS**, THE END **RESULTS** WILL BE OUTSTANDING.

OUR VISION IS TO A DEVELOP QUALITY RELATIONSHIPS WITH OUR CLIENTS.

THE VISION **AHEAD**

Our vision is to develop a long-lasting relationship and partnership with our clients that includes quality communication, reliable and credible information and mutually profitable results paving the way for the future. We believe by working together as partners, the end results will be outstanding.

Utility Audit, Inc., has set the standard in this industry by providing our clients with the highest level of service, which includes consistent, timely and efficient communication throughout the audit process as well as after.

Utility Audit, Inc., has a proven record backed by a database of information, including copies of tariffs, regulatory items and thousands of audit results, which gives Utility Audit, Inc., the leading edge in the industry.

We provide verification in writing from the vendors of all potential refunds, credits & savings that are implemented throughout the audit process. This gives you the assurance of knowing at all times that our reports are accurate, reliable and credible.

Our track record of years of service to thousands of clients for whom we have recovered millions of dollars, should give the security of knowing that Utility Audit Inc. has the resources to see your project through to a successful conclusion. Utility Audit, Inc., understands our role in what is required to make this partnership profitable.

Because of this vision, Utility Audit, Inc., has the confidence that once the results from the initial audit are reviewed, that we will earn your trust and be able to become a partner worthy of consideration for utility billing audits.

Mike Vigil
President & Founder
Utility Audit, Inc.

OUR **COMPANY**

Utility Audit, Inc. began as an auditing firm in 1989. For over two decades we have become the nation's premier utility bill auditing firm, recovering millions of dollars for over 300,000 clients with our utility management experience. Utility Audit, Inc. continues to offer its services to clients in all 50 states and Canada. Since working with large corporation and small businesses we have developed an understanding and experience that is unparalleled in the industry.

We will measure and recommend new business procedures to reduce utility usage and cost, as well as implement more favorable rates with vendors. Utility Audit, Inc. has an exclusive audit procedure program that produces gainful results. Our expertise includes utility bill audit, rate verification and rate analysis. In today's highly competitive and rapidly changing market we are finding that our corporate and private clients are saving substantial revenue after our audit services.

Since working with large corporations and small businesses we have developed an understanding and experience that is unparalleled in the industry. Our utility auditing and consulting services include but are not limited to all areas of Electric power, Communications, Natural Gas, Propane, Fuel, Waste Removal, Water & Sewer and necessary business insurance.

Our ability to interpret tariffs, rate schedules, knowledge in Public Utility Commission laws, creative rates comparisons and analysis reports allows us to provide a more streamlined way to find savings for our clients. We are persistent with vendors for follow through, we offer our clients contract negotiations for rate decreases, and we remain neutral with vendors so we can offer competitive prices to produce greater over-all savings.

HOW IT **WORKS**

The audit process is pain free for you and your company. We offer our professional services with no upfront costs, or hidden fees. Our contengency fee is based on sharing the refunds, credits, and/or savings you realize as a direct result of our audit.

Bottom line is we don't get paid until we save you money

AUDIT PROCESS OVERVIEW:

Utility Audit, Inc. has a proven method of audit recovery that is both profitable and painless for our clients:

1. Establish the Service Contract.
2. Obtain utility bills and account numbers.
3. UAI Processes all billing & available savings.
4. UAI provides a detailed report for savings, refunds and credits available.
5. Work Orders are signed for each item on the savings report.
6. UAI implements savings, and processes all refunds and credits.
7. Client realizes savings, credits and refunds.
8. UAI invoices savings, credits and refunds, realized per agreement in Service Contract.

Service Contract Established

Obtain Bills & Account Numbers

Savings Report & Work Orders

Realized Savings Obtained

* A typical audit on average takes between 30 to 60 days for savings to be obtained.

OUR AUDITING SERVICES HAVE NO UPFRONT COSTS.

OUR AUDITING SERVICES INCLUDE:

- ELECTRIC
- NATURAL GAS
- FUEL & OIL
- WATER & SEWAGE
- STORM DRAINAGE
- TELECOMMUNICATIONS
- WASTE REMOVAL
- SALES & PROPERTY TAX
- INSURANCES
- MERCHANT SERVICES

Utility Audit, Inc. only needs one copy of the most recent bill to begin the audit. We pull all historical and usage data nessesary, taking the load of burden off of you.

The utilities will be verified and corrected as determined necessary at the sole discretion of Utility Audit, Inc. These verifications will include overcharges and recommendations for all future savings, and be identified. Upon client's written approval, Utility Audit, Inc. will process all refunds, credits and implement all future savings.

A few examples of realized savings as a result of our audits:

- A Utah client realized an annual $1,600,000.
- Our client from New Jersey recovered $750,000.
- A Oregon client realized an annual $1,200,000.

SUCCESS STORIES

Utility Audit, Inc. has helped numerous small, medium and large clients, throughout The United States, recover lost revenue from billing errors. We have also helped save our clients millions of dollars on future billings. Among those are: every level of Government - from Federal to Local - Hospitals, Hotels, Restaurants, Manufacturers, Banks, Schools and School Districts, Auto Dealerships, Churches and Non-Profit Organizations. Our expert team of auditors will work diligently to make you our next success story.

CEC ENTERTAINMENT

Utility Audit, Inc., recently completed an audit of all utilities and telecommunications for over 450 locations across the Country. The audit resulted in over $1.5 million dollars in refunds, credits and future savings.

BEST FOODS BAKING COMPANY

A large bakery with locations throughout the Country contracted UAI to audit all of utilities in their Colorado locations, which resulted in over $100,000 in refunds, credits and savings on Gas, Electric, Telephone Services and Waste Removal. We then audited their Dallas locations which resulted in over $28,000 in refunds and $97.000 in savings over a three-year period on Gas, Electric, Water and Waste Removal.

EASTERN NEW MEXICO UNIVERSITY

A major University in New Mexico contracted UAI strictly for a Telecom Audit, which included all Local Service, Long Distance Service and Cellular phones. This audit generated over $30,000 in refunds and credits for various services, as well as over $200,000 in savings over a two-year period.

SAFEWAY CORPORATION

A Grocery Store Chain based in Arizona had Utility Audit, Inc. review only their gas, electric, water and sewer accounts at on or about 40 locations. This review resulted in over $50,000 in refunds and savings of several thousand dollars annually.

SUNDANCE LODGING, INC.

A group of 22 Hotels based out of Minnesota contracted with Utility Audit, Inc. to audit their telecommunications, which resulted in annual savings of over $68,000.

HALLADAY MOTORS

An automobile dealership in Wyoming, was a little reluctant to begin an audit, yet decided to move forward with our assessment of their utilities, and as a result they received over $80,000 in refunds, credits and savings over a three-year period.

UNITED RECYCLERS GROUP, LLC.

A group of 370 Auto Recyclers throughout the Country contracted to audit all utilities in their Colorado management office and several locations throughout the Country. The audit resulted in over $150,000 in refunds, credits and annual savings on Gas, Electric, Telephone Services and Waste Removal.

CITY OF SHERIDAN COLORADO

Utility Audit, Inc., was contacted by the City Of Sheridan after having major complications with their Local Phone Company. The Local Exchange Carrier over-sold them and refused to reduce their services or apply any necessary adjustments to their billing. Utility Audit, Inc. worked to obtain thousands of dollars in credits and thousands of dollars in annual savings. Utility Audit, Inc., was a valuable advocate who helped the City of Sheridan resolve these issues.

*For the privacy of our clients, not all success stories can be displayed.

*A full reference list with contacts and phone numbers is available upon request.

UTILITY AUDIT, INC.

AUDIT DESCRIPTION

NOTE: The following items will be verified and corrected as determined necessary in the sole discretion of Utility Audit, Inc. for overcharges and recommendations for all future savings will be given. Upon client's written approval, Utility Audit, Inc. will process all refunds, credits and implement all future savings.

A. ELECTRICITY

1. Verify proper billing address
2. Verify proper account numbers
3. Verify proper type of service
4. Verify proper bill codes
5. Verify proper meter readings and adjustments for estimated reads
6. Verify proper energy usage
7. Verify proper billing demands
8. Proper rate structure---if discrepancies are found, bring recommendations to the customer, and Upon approval of the customer, correct any errors
9. Refund of security deposits
10. Deregulation of Electricity—Wheeling (Alternative Suppliers)
11. Proper ECA amounts
12. Proper franchise fee's
13. Proper tax structure, and late fees
14. Proper energy charges
15. Test all meters, if necessary
16. Provide recommendations of all available plans to reduce cost to the customer

B. GAS

1. Verify proper billing address
2. Verify proper account numbers
3. Verify proper type of service
4. Verify proper meter readings and adjustments for estimated reads
5. Verify proper energy usage
6. Proper rate structure--if discrepancies are found, bring recommendations to the Customer and, upon approval of the customer, correct any errors
7. Refund of security deposits
8. Proper GCA amounts
9. Proper franchise fee's
10. Proper tax structure, and late fees
11. Proper transport gas
12. Test all meters, if necessary
13. Deregulation of Gas--Transport Gas (Alternative Suppliers)
14. Provide recommendations of all available plans to reduce cost to the customer

C. PHONE EQUIPMENT

1. Verify proper billing address
2. Verify proper account numbers
3. Verify proper type of service
4. Verify proper billing codes
5. Verify proper maintenance charges, including the type of equipment covered
6. Provide recommendations of all available plans to reduce cost to the customer
7. Verify programming of PBX systems with vendor
8. Verify long distance Pic programmed in PBX systems with vendor

D. LOCAL TELEPHONE SERVICE PROVIDER (S)

1. Verify proper monthly service charges
2. Verify proper cost per line
3. Verify proper custom Centrex contracts
4. Verify proper type of service
5. Verify proper service and equipment charges
6. Verify proper Local Exchange Carrier charges
7. Proper tax structure
8. Verify optional services and charges--directory listing, features such as Caller ID, Call Waiting, 3-Way Calling, Last Call Return, Voice Mail, Repeat Dialing, Wire Maintenance, etc.
9. Verify NARS; e.g., are they adequate?
10. Verify all phone lines
11. Provide recommendations of all available plans to reduce cost to the customer and Describe the available contracts given by the Local Exchange Carrier, etc.
12. Verify all types of trunks, extensions, cable and mileage charges
13. Deregulation of phone service (Alternative Suppliers)
14. Provide recommendations of all available plans to reduce cost to the customer
15. Verify that all long distance & local long distance is picked correctly (Interstate, Intralata, Intrastate)
16. Verify that all long distance & local long distance is billed in one second or six second increments
17. Calling Card Services
18. Contract Negotiations for all local services

E. LONG DISTANCE

1. Verify proper long distance plans
2. Verify proper Local Exchange Carrier charges
3. Discuss available management reports rather than having the bill in chronological order
4. Discuss bills being charged in one-minute increments versus one-second or six-second increments
5. Show how the client can pay between .02 cents to .11 cents per minute for long distance usage
6. Show how the client can reduce all Local Service Provider long distance instate calls to between .02 cents to .11cents per minute
7. Provide recommendations of all available plans to reduce cost to the customer
8. Verify that all long distance & local long distance is picked correctly (Interstate, Intralata, Intrastate)
9. Verify that all long distance & local long distance is billed in one second or six second increments
10. Verify that all monthly service charges are correct including all sub accounts
11. Verify that all toll free service is billed correctly
12. Calling Card Services
13. International Long Distance
14. Contract Negotiations

F. OTHER PHONE RELATED SERVICES

1. Verify proper plans for Internet Access
2. Verify proper charges Internet Access
3. Verify number of Internet connections
4. Verify user names and make changes as necessary
5. Provide recommendations of all available plans to reduce cost to the customer

G. CELLULAR PHONE SERVICE

1. Verify proper monthly service charges
2. Verify proper cost per minute
3. Verify proper type of service
4. Verify proper equipment charges
5. Proper tax structure
6. Verify proper optional/unregulated services and charges (hunt features, call forwarding, bill Detail, etc.)
7. Provide recommendations of all available plans to reduce cost to the customers; e.g., what available Cellular phone service providers give contracts
8. Analog phones & service verses digital phones & service

H. PAGING SERVICE

1. Verify proper monthly service charges
2. Verify proper airtime cost
3. Verify proper type of service
4. Verify proper equipment charges
5. Proper tax structure
6. Verify proper optional/unregulated services and charges (hunt features, call forwarding, Bill detail, etc.)
7. Provide recommendations of all available plans to reduce cost to the customers

I. CREDIT CARD MERCHANT SERVICES

1. Verify proper account charges
2. Verify current rate structures
3. Verify processing fees
4. Verify equipment charges
5. Verify proper account addresses to the bills
6. Verify interchange qualification structures
7. Verify all rates at multi locations are the same
8. Reduce all rates and fees if possible
9. Show all rates available (if applicable)

J. WATER

1. Verify proper account charges
2. Verify proper meter reads and adjustments for estimated reads
3. Test all water meter readings
4. Cost plans available through Water Board
5. Verify proper account addresses to the bills
6. Verify proper cost-per-thousand gallons of water used
7. Discuss all options available for water conservation
8. Reduce the future cost of water used
9. Show all rates available
10. Provide recommendations of all available plans to reduce cost to the customer

UTILITY AUDIT, INC.

AUDIT DESCRIPTION

K. SEWER

1. Verify proper account charges
2. Verify proper meter reads
3. OSI status (other sewer increments)
4. Verify proper cost-per-thousand gallons of water used
5. Verify proper ratio of water used versus water going to sewer to reduce cost and refunds
6. Verify proper past water leaks to obtain refunds
7. Discuss options available for sewer
8. Show all rates available
9. Provide recommendations of all plans available to reduce cost to the customer

L. STORM DRAINAGE

1. Verify proper account numbers
2. Verify proper addresses to accounts
3. Verify proper square footage charged
4. Verify proper ratio of pervious and impervious property
5. Show all available plans for future savings of storm drainage
6. Provide recommendations of all available plans to reduce cost to the customer

M. TRASH/WASTE REMOVAL

1. Verify proper billing address
2. Verify proper account numbers
3. Verify proper type of service
4. Verify proper billing codes
5. Proper tax structure
6. Verify proper size and type of containers
7. Verify proper contracts or agreements
8. Verify proper pick up schedules
9. Provide recommendations of all available plans to reduce cost to the customers
10. Verify compaction and tonnage
11. Verify and test pressure gauge on compactor(s) are working properly

UTILITY AUDIT, INC.

AUDIT DESCRIPTION

N. MAIL

1. Verify proper mail expenses
2. Verify proper pick up expenses
3. Verify proper delivery costs
4. Provide recommendations of all available plans to reduce cost to the customer; e.g.,
5. What available contracts and/or plans are given by the various mail delivery companies?
6. Verify proper current rate classification
7. Verify proper monthly service charges
8. Obtain refunds or credits, as available
9. Reduce all mail cost, as available
10. Provide recommendations of all available plans to reduce cost to the customer

O. WORKER'S COMPENSATION / GENERAL LIABILITY

1. Verify proper worker's compensation/general liability insurance
2. Verify proper employer's liability insurance
3. Verify proper state endorsement and appeal classification
4. Verify insured
5. Verify all locations and employees
6. Verify how insurance applies
7. Verify proper limits of liability
8. Verify other state insurance
9. Verify proper premium costs
10. Verify proper current rate classification
11. Verify proper monthly service charges
12. Obtain refunds or credits, as available
13. Provide recommendations of all available plans to reduce costs to the customer;
    E.g., what available contracts or plans are given by various insurance companies?

NOTE: All written material and content of the "Audit Description" is the sole property of Utility Audit, Inc. Copying or duplication of the above material in any form must have prior written approval by Utility Audit, Inc.

\ ***TECHNICAL APPROACH TO IMPLEMENT AUDIT RECOVER PROJECTS***

Philosophy and Methodology of "Audit Description Process"

1. Billing correction shall be defined as the comprehensive audit of historical utility billing data (bills and monthly billing statements) to identify erroneous billings and to recover retroactive charges to the maximum recovery period allowed by the State Department of Public Utility Control (PUC) and/or servicing utility tariff. This audit will consist of the following tasks:

a. Review and analyze electric, natural gas, propane, water, sewer, waste removal, telecommunications, long distance, insurances, merchant services and mail services according to the "Audit Description Process".

b. Perform a comprehensive analysis of historical billing information including a comparison of usage & billing amounts to prior periods and like locations to determine if the consumption billed is reasonable.

c. Identify typical use patterns and identify anomalies

d. Review of account consumption to include:

- ***Meter-readings for estimated readings***
- ***Comparison of beginning and ending meter-readings***
- ***Payment history for multiple payments and outstanding credits***
- ***Verification of the applicability of state sales tax and other tax charges***

Examine multiple billings for same location and energy type to insure that billings are applicable to valid client accounts.

e. Verify account information is correct including:

- Verify proper billing address
- Verify proper account numbers
- Verify proper type of service/bill codes
- Verify meter readings are accurate and adjust estimated reads
- Verify proper energy usage consumption and billed demand
- Verify multiplier calculations/conversions
- Return of security deposits

f. Identify cost reduction items that result in no refund, but reduce future costs including but not limited to:

- Power factor correction
- Elimination of punitive rate charges
- Others as may be identified

g. Verify tax structure, late fees, and franchise fees (stranded cost recovery assessments)

h. Upon request of the Contracting Officer, conduct site visits to the audited facility to:

- Test meters if necessary to verify consumption & recorded demand (8 hour or 12 hour, on peak/off peak demand)

- Verify pulse contacts and phone line transmissions are operating properly for utility installed telemetry.

  Compensation for these site visits will be made at a fixed hourly rate plus expenses as identified under On Call Service Work Order.

i. Utility Audit, Inc. will review at least five (5) years of historical billing data as provider has available. Further review will be provided subject to the filing requirements and recovery period established in the local servicing utility tariff or by the state PUC.

j. For water/Sewer and Steam account audits, confirm cost per thousand gallons of water used. Confirm ratio of water used verses water going to sewer. Request adjustments for estimated reads.

2. Rate Optimization/Correction:

Rate Optimization shall be defined as a comprehensive review of the account rate structure to assure that the assigned rate is appropriate for account consumption and demand. Identification of best rate for the account based on this analysis and calculation of cost savings potential based on correct rate. Authorization to complete a rate analysis change will be made in the Work Order authorization.

a. Review/analyze electric, gas, water, sewer, waste removal, and other utility vendor billing.

b. Evaluate assigned rate to confirm that rate assignment is correct. If incorrect review tariff and rate structure to identify most appropriate rate. For each recommended rate adjustment, submit annual savings estimate (rate analysis) with narrative summary report outlining minimum consumption, on peak off peak hours, demand calculation proposed rate structure and any other requirements/potential penalties that may be associated with the rate adjustment. Include copy of the rate classification with this report.

c. Submit written recommendation with rate analysis for the purposed rate adjustment to the Client for review and approval.

d. For electric account audits verify peak shoulder and off peak billing rates and demand calculations.

e. During rate review identify any utility incentive payments or rebates that may be available for the implementation of energy conservation measures, demand management or load shedding programs identified during the rate review. Include these findings in the narrative report.

f. Assist Contracting Officer with any notifications and or documentations that may be required to effect the rate change.

Philosophy and Methodology of "Audit Description Process"

3. Account Management and Reporting Data Base:

Utility Audit, Inc. will develop an account database in word or excel format for reporting purposes, to record account information and to track cost recovery. This database will include the following data fields as a minimum. The format and content of this database will be finalized during client discussions.

Facility Name
Service Address
Billing Address
Utility Type (electric/gas/steam/water/propane)
Utility Name
Account Number
Meter Number
Rate class
Audit Action Type
Total Refund Amount
Recovery Fee in percent and total
Refund of security deposits
Status of Refund
Date of Receipt
Completion date
Monthly Consumption
Unit of Measure with conversion to standard reporting requirements
Others, as may be required

On Call Services:

Utility Audit, Inc. will provide additional consultation and support services as may be required on an "as needed basis". These services will be authorized on a Work Order basis and may include but will not be limited to assisting the Client with the evaluation of utility under billings due to meter malfunctions, multiplier errors, failure to record demand and any other billing errors for which the utility may be compensated in accordance with the provisions of their tariff.

This will include providing verification of the charges, statutory requirements for cost recovery and including submitting their recommendation for an equitable settlement. Utility Audit, Inc. may also be called upon to provide technical support and testimony in any under-billing appeal action initiated by client. On call services will also include any on site meter testing and evaluations that may be required.

OUR VISION OF A PARTNERING RELATIONSHIP

Our vision is to develop a long-lasting relationship and partnership with the client that includes quality communication, reliable and credible information and mutually profitable results paving the way for the future. We believe by working together as partners, the end results will be outstanding.

Utility Audit, Inc., has set the standard in this industry by providing our clients with the highest level of service, which includes consistent, timely and efficient communication throughout the audit process as well as after.

Utility Audit, Inc., has a proven record backed by a database of information, including copies of tariffs, regulatory items and thousands of audit results, which gives Utility Audit, Inc., the leading edge in the industry. Utility Audit, Inc., provides verification in writing from the vendors of all potential refunds, credits & savings that are implemented throughout the audit process. This gives you the assurance of knowing at all times that our reports are accurate, reliable and credible.

Our track record of years of service to thousands of clients for whom we have recovered millions of dollars, should give the security of knowing that Utility Audit Inc. has the resources to see this project through to a successful conclusion. Utility Audit, Inc., understands our role in what is required to make this partnership profitable.

Because of this vision, Utility Audit, Inc., has the confidence that once the results from the initial audit are reviewed, that we will earn your trust and be able to become a partner worthy of consideration for utility billing audits.

Example utility audit schedule describing sequence of audit events and proposed completion date to complete.

1. January 1, 2011 – Commence utility billing project.

2. January 1, 2011 – Collect information of accounts from client.

3. January 1 to January 29, 2011 – Utility Audit, Inc., will perform the following utility billing analysis:

4. January 29, 2011 through February 24, 2011 - present all possible refunds, credits and potential savings to the customer. Utility Audit, Inc., will present for each location a preliminary and final report (s).

5. February 24, 2011 through February 28, 2011 - upon customer written approval only, implementation of all refunds, credits and savings.

6. February 24, 2011 through February 28, 2011 - prepare final reports for the customer.

7. Discuss audit report with the proper meetings, as necessary.

CHECK LIST FOR AUDIT

1 - COPY OF ELECTRIC AND GAS BILL (XCEL ENERGY, SRP, PG&E, COM ED, ETC.)

1 - COPY OF WATER AND SEWER BILL (CITY UTILITY, ETC.)

1 - COPY OF STORM DRAINAGE BILL. (WASTEWATER MGMT., ETC.)

1 - COPY OF LOCAL TELCO BILLING (QWEST, MCI, AT&T, SPRINT, ETC.)

1 - COPY OF LONG DISTANCE BILLING (AT&T, SPRINT, MCI, QWEST, ETC.)

1 - COPY OF PHONE EQUIPMENT BILLING (LUCENT, AT&T, EXECUTONE, ETC.)

1- COPY OF CELLULAR SERVICE (AT&T, NEXTEL, SPRINT, VERIZON, VOICESTREAM, ETC.)

1 - COPY OF PAGING SERVICE (AMERITECH, ARCH, PAGENET, ETC.)

1 - COPY OF INTERNET SERVICE BILLING (COMPUSERVE, AOL, ETC.)

1 - COPY OF CREDIT CARD MERCHANT SERVICE BILLING (NOVUS, LYNX, ETC.)

1 - COPY OF WASTE REMOVAL (BFI, REPUBLIC, WASTE MGMT, ETC.)

1 - COPY OF WORKER'S COMPENSATION & GENERAL LIABILTY INSURANCE

1 - COPY OF MAIL SERVICES (FED EX. AIRBOURNE, ETC.)

1 - COPY OF POSTAGE BILLS (PITNEY BOWES, NEOPOST, ETC.)

2 - COPIES OF CLIENT'S LETTERHEAD.

Location of Company

Utility Audit, Inc. has three offices across the nation. We plan to utilize all offices to execute the scope of work for 1GPA projects. Our corporate headquarters is located in Mesa, Arizona at: 4801 E. McKellips Rd. Mesa, AZ 85215.

Supplier's Primary Business

In addition to the services that are outlined in this RFP's scope of work, Utility Audit, Inc. primary line of business is utility bill auditing services for the following: Electric, Natural Gas, Fuel & Oil, Water & Sewer, Storm Drainage, Waste Removal, Telecommunications, Property Tax, Sales Tax, Insurances, Merchant Services, Freight & Shipping.

Utility Audit, Inc. is a Colorado S Corporation. It began its firm in 1989 in Littleton, CO where it has grown into a successful firm providing utility billing service throughout the United States and Canada. Utility Audit, Inc. has progressed over the past 27 years to have three regional offices across the country. In 2001 it opened its first out of state office in Arizona. In 2010 Utility Audit, Inc. opened a second Arizona office as its corporate office where it maintains and manages the three offices in both Colorado and Arizona.

It would be beneficial for the 1GPA to consider expanding all projects to include many other services provided by Utility Audit, Inc.'s in house auditors. Utility Audit, Inc. has a proven record to show our clients their realized savings and refunds/credits backed by a database of information, including copies of tariffs, regulatory items and thousands of audit results, which gives Utility Audit, Inc. the leading edge in the industry. We provide verification in writing from the the utility vendors for all refunds, credits, and future savings that are implemented throughout the audit process.

Future savings in addition to refunds and credits recovered enable the our clients to progress forward into coming fiscal years with expected reductions in utility spend. Utility Audit, Inc. wants to empower our clients to move forward in a more educated fashion for strategic planning.

Company History

As stated above, Utility Audit, Inc. is a Colorado S Corporation, which began in 1989. Since its founding, Utility Audit, Inc. has grown it success to provide utility bill auditing services nationwide to over 325,000 clients saving them over $30M in realized savings, refunds & credits. Our clientele include commercial, government, school districts, municipalities, cities, institutions, franchises, corporate, industrial, distribution, manufacturing, non-profit organizations, hotels, and healthcare organizations.

Our mission and vision is to develop a long lasting relationship and partnership with our clients that include quality communication, reliable and credible information and mutually profitable results paving the way for the future.

We measure and recommend new business procedures to reduce utility costs, as well as implement more favorable rates and with vendors. Utility Audit, Inc. has an exclusive audit procedure that produces gainful results. Program expertise includes utility bill audit, rate verification, rate analysis, and vendor negotiations. Our vast network of relationships across the country with multiple vendors, and decades long relationships with account representatives allow us the cutting edge in vendor negotiations. Our ability to interpret tariffs, rate schedules, knowledge in Public Utility Commission laws, creative rates comparisons and analysis reports allows us to provided a more streamlined way to find savings for our clients. We are persistent with vendors for follow through, we offer our clients contract negotiations for rate decreases, while remaining neutral with vendors so we can offer the most competitive prices to produce greater over-all savings.

Why do business with Utility Audit, Inc.

We warrant and represent that Utility Audit, Inc. possesses the experience, qualifications and expertise, equipment and resources necessary to perform and complete the Services. Our auditing group will measure and detect improved means of recovering profits and energy proficiency. We are skilled at collecting overpayments and receiving refunds as well as managing conservation with all utilities. We will use a layered integrated approach in an efficient, effective and calculated performance based method. Utility Audit, Inc. will tailor its scope of services and professional experience to meet the 1GPA's needs as outlined in this RFP.

Utility Audit, Inc., has a proven record backed by a database of information, including copies of tariffs, regulatory items and thousands of audit results, which gives Utility Audit, Inc., the leading edge in the industry. Utility Audit, Inc., provides verification in writing from the vendors of all potential refunds, credits & savings that are implemented throughout the audit process. This gives you the assurance of knowing at all times, our reports are accurate, reliable and credible.

We strive for excellent customer service and satisfaction in all areas of our work. Utility Audit, Inc. is in business to save you money. We work along side you as an extension of your company, looking out for your best interests. Our office is unique in our professional services of auditing not only in professionalism and quality of services provided, but also in communicating with you openly as to savings available and developments of implemented savings. We utilize a detailed reporting system that we deliver to you showing you the certain areas, either by account, meter or service area. We show you the rates available and provide you with detailed side-by-side comparisons so you can see the savings in action. This reporting method also allow our clients to estimate annual savings.

Our track record of years of service to thousands of clients for whom we have recovered millions of dollars, should give the security of knowing that Utility Audit Inc. has the resources to see this project through to a successful conclusion. Utility Audit, Inc., understands our role in what is required to make this partnership successful.

We welcome the opportunity to work on any project with you

Supplier References

Utility Audit, Inc. has a strong list of experience working with Municipalities, Government agencies, and private corporations. Over the past 27 years, we have become the nations premier utility bill auditing firm. Having recovered millions of dollars for over 150,000 clients with utility bill auditing. Since working with large corporations, small businesses, government agencies and municipalities, we have developed an understanding and experience that in unparalleled in the industry.

Below is a small list of references from Federal, State & Local Government agencies & Authorities. More references are available upon request.

Anthem Community Council
3701 W. Anthem Way #102
Anthem, AZ 85086
Attention: Natalie Beryozkin / Controller
623-742-4553
Project Description: 2011 - 2016 Utility Billing Audit, Management / Consultation

Englewood School District
4101 S. Bannock
Englewood, CO 80110
Attention: Nancy Burgess / Controller
303-761-7050
Project Description: 1996 – 2003 through two residual contracts. Utility Billing Management / Consultation / Billing Audit

Broward County
115 South Andrews Avenue 520
Fort Lauderdale, Florida 33301
Attention: Evan Lukic / Controller
954-357-7102
Project Description: 2002 – 2004 Utility Billing Management / Consultation / Billing Audit

City of Lakewood
480 S. Allison Parkway
Civic Center South
Lakewood, CO 80226
Attention: Bruce Peoples *(deceased)* / Facility Management
303-987-7800
Project Description: 1996 – 2009 through three residual contracts. Utility Billing Management / Consultation / Billing Audit.

Adam's School District #50
6933 Raleigh St.
Westminster, CO 80030
Attention: Jim Garguillo / Controller
303-428-3511
Project Description: 1994 – 2004 Utility Billing Management / Consultation / Billing Audit

Personnel Qualifications

Throughout the term of the contract with 1GPA, there will be a minimum of 5 trained personnel working on any one project, all of whom are employed through Utility Audit, Inc. Our firm does not contract directly or indirectly with any sub-contractors to help facilitate the work load for a project. Our firm will not use any outside sources or experience from other firms to see this project to completion.

Project Team:
1GPA will require the expertise of our excellent auditing team. Mike Vigil who is our firm's President will oversee and manage the work flow of the audit to completion. Additionally, Utility Audit, Inc.'s Director of Accounting Management, Jeremiah Vigil will serve as Project Manager throughout the duration of the contract. All communication and reporting to 1GPA will be done through these two individuals.

Main Point of Contact & Primary Auditor:
Mike Vigil
President
Mike began utility bill auditing in 1989. Hence, Utility Audit, Inc. commenced in serving clients from across the continental United States in an effort to resolve billing issues and clarify billing inaccuracies in order to acquire refunds or credits for clients. Using his accounting background has proved essential in performing many mundane if not tedious responsibilities in obtaining and recovering financial and technical recourse to consumers. 27 years of service to national and local government, health care facilities, school districts, industrial/manufacturing and the private sector provides Mike with familiarity and knowledge in utility bill auditing serving his clients with efficiency and confidence. In preventing difficulties, Mr. Vigil observes and closely monitors all accounts with his staff, managing and analyzing each audit to it's fullest potential.

Secondary Point of Contact & Auditor:
Jeremiah Vigil
Director of Accounting Management
Jeremiah manages accounts and works in research and is one of the primary auditors at Utility Audit, Inc. His professional skill set includes telecommunication and electrical experience. Business consulting, financial proficiency and strong attention to details proves essential when large quantities of information are required in servicing accounts. His background in computer programming has proved to be invaluable to identifying errors with utility vendors across the country. His leadership involves creating a compelling vision of the future, communicating that vision and helping people understand and commit to it. His management acumen is responsible for ensuring that the vision is implemented efficiently and successfully.

Pricing Methodology

Utility Audit, Inc. is proposing for the contracts obtained through 1GPA the following pricing structure. The creativity in pricing is for the benefit of the clients, and our intent is to provide a Pricing Schedule that best fits their needs. All pricing structures include the full scope of work outlined in this RFP.

Contingency Fee Based Pricing

Pricing Option:
This audit will procure the historical utility billing in pursuit of recovering and reclaiming refunds and credits as well as future savings for the Client based of on a tiered contingency fee pricing structure.
Tiered Commission Schedule for a 24-month term
Tier 1: First $250,000 realized refunds, credits & future savings 35% commissions
Tier 2: Second $250,000 realized refunds, credits & future savings 30% commissions
Tier 3: Any additional refunds, credits & future savings realized 25% commissions

Fee / Invoice Payout Structure

Estimated Time Frame of Audit	Pricing Option
Start Date: July 1, 2016	
Audit Review: July 1, 2016 - Sept. 1, 2016	
- Preliminary Audit Reports: August 1, 2016	
- Final Audit Reports: Sept. 1, 2016	
Verification of all Refunds/Credits: Sept. 1, 2016	**Contingency Fee Invoiced**

Fee Sharing arrangement with 1GPA

Utility Audit, Inc. agrees to the terms outlined in this RFP, Special Terms and Conditions, item 16 Administration Fee sharing with 1GPA. The .00995 administration fee will be included and calculated as a percentage of Utility Audit, Inc.'s contingency fee, as outlined in the pricing methodology in Tab 3 – A.

A - Additional Value Added Services:

Utility Audit, Inc. has long relationships working with utility providers in addition to our extensive background in national utility providers. Our experience and influence has been used in many utility providers. Since our firm was formed in 1989, we have become knowledgeable in areas including but not limited to local tariffs and public utility commission regulations. We apply this knowledge and leverage into our audits which helps us recover overpayments, billing errors, deposit issues, tax errors, rebates & credits, returns, fraud, and documentation problems.

Our methodology in working with utility providers include working hand in hand with the utility provider in assuring accurate data and reporting is being delivered and charged to our clients. Often times, our office have had past business relationships with managers and account specialists that we use to produce positive results with the audit. Our record of business relationships and work history with the utility providers is often times the major factor in a successful audit, which proves highly beneficial to our clients. When necessary, our team at Utility Audit, Inc. will meet face to face with the utility provider to ensure quality of work is being produced.

Utility Audit, Inc. works hand in hand with utility vendor's customer service and management team on the procedures regarding how an ideal utility bill audit should be conducted. The following is a breakdown of this work flow:

1. Verification of proper billing address
2. Verify proper account numbers
3. Verify proper type of service
4. Verify proper billing codes
5. Verify proper meter readings and adjustments for estimated reads
6. Verify proper energy usage
7. Verify proper billing demands
8. Proper rate structure – if discrepancies are found, bring recommendations to the customer, and upon approval of the customer, correct any errors.
9. Refund of security deposits
10. Deregulation of Electricity/Natural Gas – Wheeling
11. Proper ECA amounts
12. Proper franchise fees
13. Proper tax structure, and late fees
14. Proper energy charges
15. Test all meters, if necessary
16. Provide recommendations of all available plans to reduce cost to the customer

B - Firms Commitment:

Utility Audit, Inc. has a corporate commitment from the top level of our firm, to make this contract with 1GPA a primary vehicle for local government sales. This commitment to 1GPA includes all levels of our organization to recognize the importance of 1GPA to be our main source for government contracts, and to provide the best possible pricing available to the local government market.

C – Servicing of Arizona:

Utility Audit, Inc. can provide its services to all regions and counties in Arizona.

D – National Servicing:

Utility Audit, Inc. can provide its service to all 50 states in the USA. We can facilitate the interests of 1GPA to make this contract national. We are willing to extend all of our services through 1GPA to all 50 states nationwide.

E – Reporting and Tracking:

If awarded this contract with 1GPA. Utility Audit, Inc. will provide a thorough and detailed tracking methodology to report all volume and data back to 1GPA. Our reporting currently sends reports on a monthly basis, and a detailed tracking of data annually. Our firm is willing to work with 1GPA to find a system that best fits its current needs and requirements. Utility Audit, Inc. looks forward to researching in depth the desired reporting requirement of 1GPA and fitting our methodology to accommodate your needs.

F – Other Cooperative Contracts:

At this time, Utility Audit, Inc. does not hold any cooperative contracts such as 1GPA. If awarded the RFP, 1GPA will be Utility Audit, Inc.'s exclusive cooperative contract.

PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.
(If Applicable)
State Transaction (Sales) Privilege Tax License No.: 7585360 0

Federal Employer Identification Number 90-0010595

Company Name UTILITY AUDIT, INC.

Address 3158 N. 64th STREET City MESA State AZ Zip 85215

Telephone Number 800-819-5540 Fax 480-626-1214

Printed Name MICHAEL VIGIL Title PRESIDENT

Primary Email MIKE@UTILITY-AUDIT.COM Company Email MAW@UTILITY-AUDIT.COM

Authorized Signature _____

The Contractor shall not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order from a 1GPA member.

PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:
The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as Contract Number RFP 16-07P Cost Recovery & Containment Services

Awarded this _____ day of _____ 2016

This contract shall be effective this _____ day of _____ 2016

1GPA

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Approved By: Pinal County ESA/ Mary C. O'Brien

Signature: _____ Date: _____

Title: _____

Printed Name: _____

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name UTILITY AUDIT, INC
(Please Type or Print)

Address 3158 N. 64th ST
MESA AZ 85215

Phone 800-819-5540 Fax 480-626-1214

Email MAW@UTILITY-AUDIT.COM Website WWW.UTILITY-AUDIT.COM

Name of Person Submitting Bid MICHAEL VIGIL

Signature Date 04/08/2016

Position with Company PRESIDENT

NON-COLLUSION AFFIDAVIT

State of ARIZONA County of MARICOPA

MIKE VIGIL PRESIDENT

Name Title

UTILITY AUDIT, INC.

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting a Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: _____

Title: PRESIDENT

Subscribed and sworn to before me

This 11th day of April, 2016

_____

Signature of Notary Public in and for the

State of Arizona

County of Maricopa

My Commission Expires on 6/8/19

Javier Ruvalcaba
Notary Public
Maricopa County, Arizona
My Comm. Expires 6-8-19

PROPOSAL RETURN LABEL

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES M.V. Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES A.V. Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES A.V. Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES A.V. Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES A.V. Initials of Authorized Representative of Vendor

PROPOSAL RETURN LABEL

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendo

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES M.V. Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: UTILITY AUDIT, INC.

Address, City, State, and Zip Code: 3158 N. 64th STREET

Phone Number: 800-819-5540 Fax Number: 480-626-1214

Printed Name and Title of Authorized Representative: MICHAEL VIGIL PRESIDENT

Email Address: MIKE@UTILITY-AUDIT.COM

Signature of Authorized Representative:

Date: 04/08/2016

AFFIX TO THE FRONT OF YOUR BID CONTAINER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2016

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 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

Automatic Data Processing Insurance Agency, Inc.
1 Adp Boulevard
Roseland, NJ 07068

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Standard Fire Insurance Company	19070
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

UTILITY AUDIT INCORPORATED
10184 W BELLEVIEW AVE STE 230
Littleton, CO 80127

COVERAGES **CERTIFICATE NUMBER:** 479079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB8E02508815	06/26/2015	06/26/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)

CERTIFICATE HOLDER

1GPA
1910 W. Washington Street
Phoenix, AZ 85009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Â© 1988-2014 ACORD CORPORATION. All rights reserved.

Certificate of Insurance

Utility Audit, Inc. strives to meet all standards and requirements business practices nationally and corporately. Our office will issue and release our Certificate of Insurance upon receiving an award from 1GPA.

CITY COUNCIL REPORT

SUBJECT: Final Plat of Roosevelt Park, Phase 1 Subdivision (Application PL-18-0203)

MEETING DATE: 03/04/2019

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. Joel P. Saurey with EPS Group for approval of a Final Plat for Phase 1 of the Roosevelt Park development. Consistent with the Preliminary Plat approved by the City Council on July 16, 2018, the proposed Final Plat will create 146 single-family lots, 22 common area tracts, one private street tract, and dedicate all rights-of-way and easements for the initial phase of the future community located at the northeast corner of Van Buren Street and 111th Avenue. The City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for the community as a separate agenda item. The Council will take appropriate action.

BACKGROUND:
PARCEL SIZE: Approximately 38.39 acres

LOCATION: Northeast corner of Van Buren Street and 111th Avenue (Exhibits A, B, and C)

APPLICANT: Mr. Joel Saurey, EPS Group

PROPERTY OWNER: Kevin Rust, Mattamy Homes

The Roosevelt Park subdivision is comprised of approximately 127.61 gross acres located at the northeast corner of 111th Avenue and Van Buren Street. The subject site was a part of a larger annexation into the City in 2001 under Ordinance No. 796. A request to rezone the entire site to Roosevelt Park Planned Area Development (PAD) was approved by City Council on April 2, 2001. The approved Roosevelt Park PAD included two phases of development. Phase One, south of Van Buren Street was planned for conventional single-family residential development. Phase Two, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development.

Phase Two of the Roosevelt Park PAD was amended by City Council on July 18, 2005. The amendment sought to amend the development plan for only the residential parcels located in Phase Two, north of Van Buren Street. The amendment effectively replaced conventional single-family homes with townhouses, apartments, and condominiums, established new residential development standards, reduced the overall

density of the development from 9 du/ac to 6.21 du/ac, and left all other development standards and conditions of approval in place.

A second amendment to the Roosevelt Park PAD was approved by Council on June 18, 2018. This amendment included approximately 607 single-family residential lots on 116.23 acres of land at a density of 5.2 du/ac. The approved Roosevelt Park PAD proposes four phases of development, 20.9 acres (18%) of open space, private streets, a central community park and pool programmed with age specific amenities for all, the Van Buren Street Trail, and an internal pedestrian trail system.

The subject request is for the Phase 1 Final Plat submitted by Mattamy Homes. The current Phase 1Final Plat subdivides 38.39 acres of land located at the northeast corner of Van Buren Street and 111th Avenue. (Exhibit D) The plat subdivides the 38.39-acre site into 146 single-family residential lots, 22 open space tracts, and one tract for private streets. The Phase 1 Final Plat proposes three different lot types, 60' x 95', 5,700 square foot lots, 50' x 95', 4,750 square foot lots, and 45 x 95', 3,800 square foot lots. The average lot area for Phase 1 calculates to just under 5,100 square feet. The useable open space provided with Phase 1 equals approximately 9.1 acres and contains the large community park and pool and pedestrian trails. The plat dedicates to the City of Avondale required rights-of-way, easements, and tracts for the development of the residential subdivision.

CITIZEN PARTICIPATION:
Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:
The Planning Commission does not review Final Plat applications.

ANALYSIS:
• The proposed Final Plat has been reviewed by the City's 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 Final Plat is in conformance with the approved Roosevelt Park Planned Area Development, the City of Avondale Zoning Ordinance, the Subdivision Regulations, and meets all stipulations of prior approvals.

• The proposed Final Plat conforms to the approved Preliminary Plat for Roosevelt Park Phase 1, dedicating rights-of-way and easements as necessary to serve that future development. All stipulations of Preliminary Plat approval that pertain to the Phase 1 portion of the Roosevelt Park site have been satisfied.

• Final Civil and Final Landscape Plans for this project have been approved. The approved plans are consistent with the preliminary plans approved with the Preliminary Plat.

STRATEGIC PLAN:
INITIATIVE: Foster sustainable community development

• STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities.

• STRATEGIC GOAL: Provide multi-generational recreation events and programs.

FINDINGS:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Final Plat is in conformance with the Roosevelt Park Development Plan, including any conditions of approval.

3. The proposed Final Plat is in conformance with the approved Roosevelt Park Preliminary Plat, including any conditions of approval.

4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

DISCUSSION:

BUDGET IMPACT:
There is no direct budgetary impact to the City to approve the Final Plat.

RECOMMENDATION:
Staff recommends that the City Council **APPROVE** application PL-18-0203 with one recommended condition of approval, as follows:

1. The recorded plat shall be in conformance with the Roosevelt Park Phase 1 Final Plat dated February 7, 2019

PROPOSED MOTION:
I move that the City Council **APPROVE** application PL-18-0203, a request for approval of a Final Plat for Roosevelt Park Phase 1, subject to the recommended condition of approval.

Exhibit A

Aerial Photograph

Avondale

Subject Property

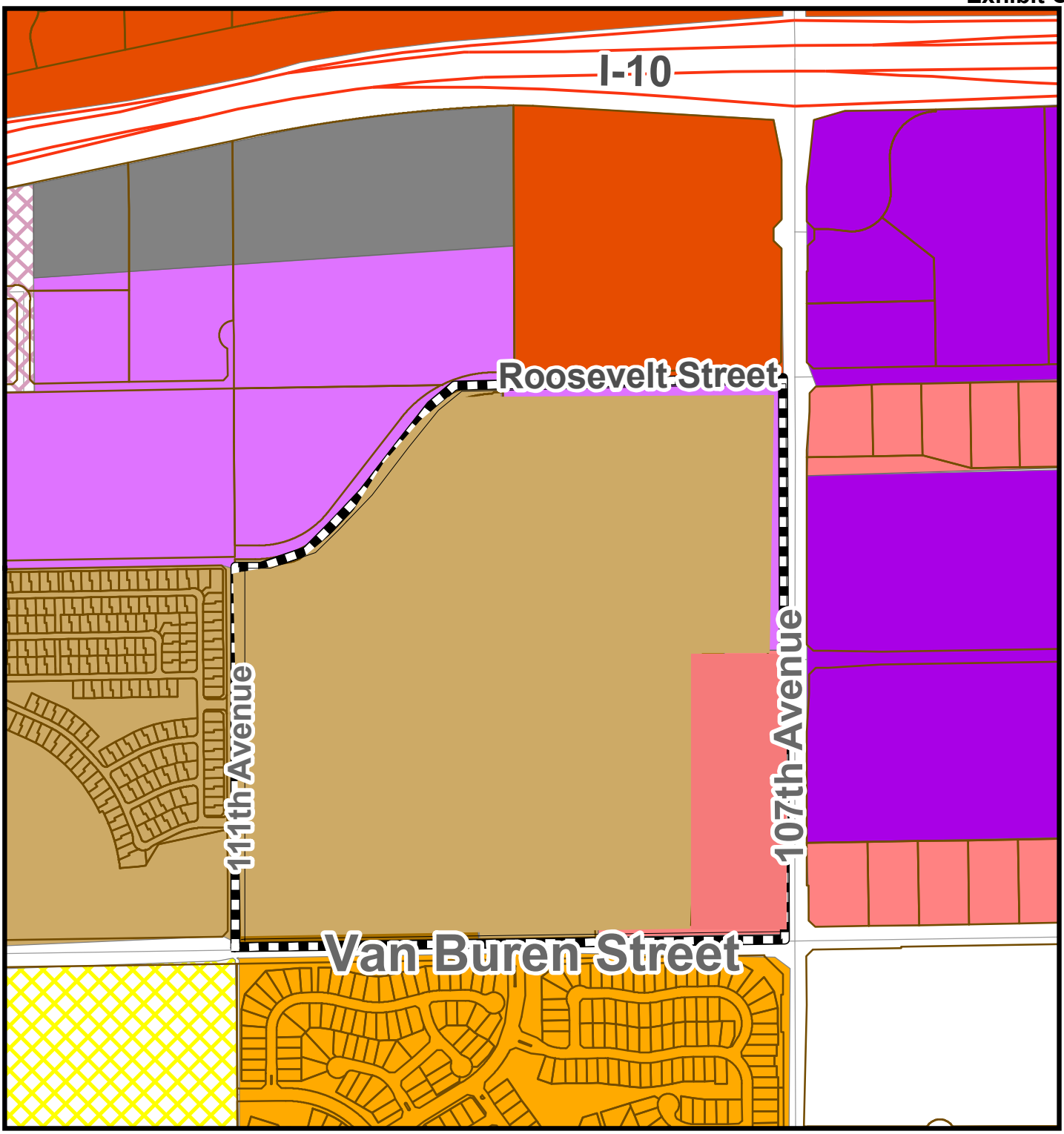
Exhibit B

Zoning Vicinity Map

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

- Freeway Commercial
- Mixed Use
- High Intensity Office
- Business Park
- Subject Property
- Medium/High Density Residential
- High Density Residential
- Medium Density Residential
- Local Commercial
- City Center - Townhome Residential

Avondale

FINAL PLAT
OF
"ROOSEVELT PARK - PHASE I"
A PLANNED RESIDENTIAL DEVELOPMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

OWNER / DEVELOPER

MATTAMY ARIZONA, LLC
9200 E PIMA CENTER PKWY, SUITE 160
SCOTTSDALE, AZ 85258
TEL: (480) 291-8111
CONTACT: KEVIN RUST
kevin.rust@mattamycorp.com

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
CONTACT: JOHN C. MCGHEE, PE
john.mcghee@epsgroupinc.com

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT MATTAMY ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROOSEVELT PARK – PHASE 1", A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ROOSEVELT PARK – PHASE 1", A PLANNED RESIDENTIAL DEVELOPMENT, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

MATTAMY ARIZONA, LLC, AN ARIZONA LIMITED LIABLITY COMPANY, AS OWNER, HEREBY DEDICATES IN FEE ALL RIGHTS TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE VAN BUREN STREET RIGHT OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

TRACTS "A" THROUGH "V" ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. AN EASEMENT FOR DRAINAGE IS HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION OVER TRACTS "A", "B", "G" AND "T".

TRACT "W" IS HEREBY DECLARED AS A PRIVATE STREET TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE, AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT "W".

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS "A" THROUGH "V". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

IN WITNESS WHEREOF, MATTAMY ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF_____, ITS _____,
THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2019

_____
OWNER/AUTHORIZED SIGNER

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2019, _____
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF MATTAMY ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ _____
NOTARY PUBLIC EXPIRES

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, BEING NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST AS MEASURED AND SHOWN ON THAT RESULTS OF SURVEY RECORDED IN BOOK 686, PAGE 43 OF MARICOPA COUNTY RECORDS.

BENCHMARK

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE & ROOSEVELT ST MARKING THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN.

ELEVATION=1011.41'(NAVD'88)

REFERENCE DOCUMENTS

RESULTS OF SURVEY RECORDED IN BOOK 686, PAGE 43 OF MARICOPA COUNTY RECORDS

FLOODPLAIN DESIGNATION

THE PLATTED PROPERTY APPEARS TO LIE WITHIN ZONE X SHADED OTHER FLOOD AREAS (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE MARICOPA COUNTY, COMMUNITY PANEL NO. 04013C2160L, EFFECTIVE DATE OCTOBER 16, 2013.

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH A CAPPED REBAR MARKED "LS 31020" AT THE CENTER QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 2632.13 FEET, ALSO FROM WHICH A CITY OF AVONDALE BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 2613.62 FEET;
THENCE NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 95.45 FEET;
THENCE NORTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, 40.00 FEET;
THENCE SOUTH 45 DEGREES 35 MINUTES 50 SECONDS EAST, 14.06 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 17.95 FEET;
THENCE NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 129.94 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 105.27 FEET;
THENCE SOUTH 45 DEGREES 54 MINUTES 56 SECONDS EAST, 14.14 FEET;
THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 119.03 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 879.09 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 119.00 FEET;
THENCE NORTH 35 DEGREES 17 MINUTES 45 SECONDS WEST, 18.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 35 DEGREES 17 MINUTES 45 SECONDS WEST A DISTANCE OF 51.00 FEET;
THENCE SOUTHWESTERLY 36.62 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41 DEGREES 08 MINUTES 12 SECONDS;
THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 41.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST A DISTANCE OF 15.00 FEET;
THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 82.00 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 164.89 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 97.00 FEET;
THENCE NORTH 0 DEGREES 34 MINUTES 30 SECONDS WEST, 38.00 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 100.00 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 164.06 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 85.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET;
THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;
THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 238.00 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 18.77 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 38.00 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 05 SECONDS WEST, 86.00 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 200.00 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 86.00 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 41.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 7 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 51.00 FEET;
THENCE SOUTHEASTERLY 56.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 63 DEGREES 04 MINUTES 00 SECONDS;
THENCE ON A NON-TANGENT LINE NORTH 55 DEGREES 23 MINUTES 40 SECONDS EAST, 24.72 FEET;
THENCE NORTH 0 DEGREES 54 MINUTES 53 SECONDS WEST, 132.71 FEET;
THENCE NORTH 88 DEGREES 58 MINUTES 55 SECONDS EAST, 20.00 FEET;
THENCE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 4.00 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 50.00 FEET;
THENCE NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 99.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 16 DEGREES 10 MINUTES 17 SECONDS EAST A DISTANCE OF 51.00 FEET;
THENCE NORTHEASTERLY 110.18 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 123 DEGREES 46 MINUTES 51 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;
THENCE NORTHWESTERLY 13.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 52 SECONDS;
THENCE NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 37.58 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 345.20 FEET;
THENCE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 85.00 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST A DISTANCE OF 15.00 FEET;
THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;
THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 721.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 45.00 FEET;
THENCE SOUTHEASTERLY 12.77 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 37 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;
THENCE NORTHEASTERLY 75.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 78 DEGREES 36 MINUTES 51 SECONDS;
THENCE ON A NON-TANGENT LINE SOUTH 63 DEGREES 21 MINUTES 56 SECONDS EAST, 16.12 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 101.39 FEET;
THENCE SOUTH 0 DEGREES 02 MINUTES 16 SECONDS WEST, 210.16 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 308.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1040.00 FEET;
THENCE WESTERLY 109.41 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6 DEGREES 01 MINUTES 39 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 96.50 FEET;
THENCE WESTERLY 30.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 54 MINUTES 55 SECONDS;
THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 02 MINUTES 16 SECONDS WEST, 1194.38 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 359.33 FEET;
THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 85.00 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 1682.63 FEET TO THE POINT OF BEGINNING.

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE _____ HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID).
8. THE HOA SHALL MAINTAIN THE TRAIL EASEMENT AND 10' WIDE TRAIL.
9. THE HOA SHALL MAINTAIN THE STORM DRAIN PIPES WITHIN THE RIGHT-OF-WAY AND IN TRACT T AND TRACT G.
10. THE HOA SHALL MAINTAIN THE PRIVATE IRRIGATION PIPES WITHIN TRACT G.

UTILITY PROVIDERS

WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
REFUSE	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT (SRP)
TELEPHONE	CENTURYLINK / COX COMMUNICATIONS
CABLE TV	CENTURYLINK / COX COMMUNICATIONS
POLICE	CITY OF AVONDALE

AREA BREAKDOWN

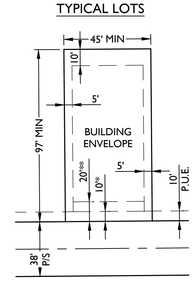
LOTS	749,456 SF±	17.2051 AC±
TRACTS "A" – "V"	429,765 SF±	9.8660 AC±
TRACT "W" (PRIVATE STREET)	426,060 SF±	9.7810 AC±
RIGHT-OF-WAY	114,306 SF±	2.6241 AC
TOTAL	1,719,589 SF±	39.4763 AC±

100-YEAR ASSURED WATER SUPPLY

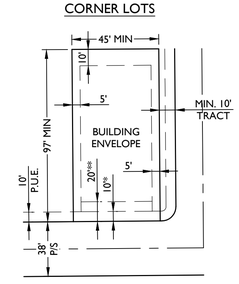
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

LOT DIAGRAMS

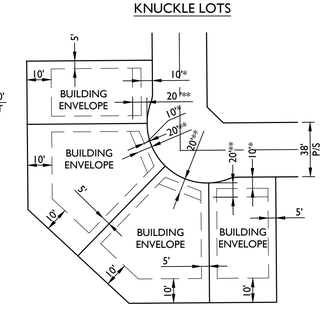
TYPICAL LOTS



CORNER LOTS



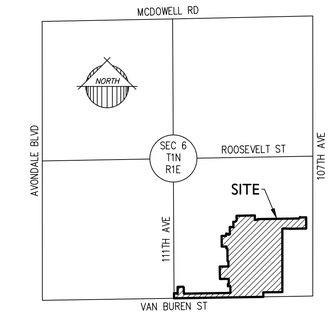
KNUCKLE LOTS



NOTE:
* FRONT LIVING /SIDE LOADED GARAGE
** FRONT FACING GARAGE

VICINITY MAP

NOT TO SCALE



SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
RAYMOND S MUNOZ III
EPS GROUP INC
2045 S. VINEYARD AVE, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (866) 503-2258

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 2/7/19
ARIZONA, U.S.A.
Expires 3/31/21

APPROVALS AND ACCEPTANCE OF DEDICATION

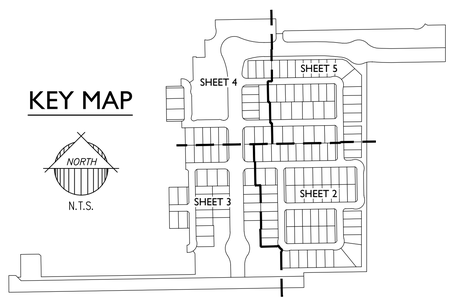
FINAL PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA ON THIS _____ DAY OF_____, 2019

_____ DATE: _____
MAYOR

_____ DATE: _____
ATTEST: CITY CLERK

_____ DATE: _____
CITY ENGINEER

KEY MAP



2045 S. Vineyard Ave, Suite 101
Mesa, Az 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

ROOSEVELT PARK - PHASE I
AVONDALE, ARIZONA
FINAL PLAT

Project:

Revisions:

LAST REVISED 2/7/19

Call at least two full working days before you begin excavation.
ARIZONA 811
Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RSM
Drawn by: RSM

Job No.
17-414

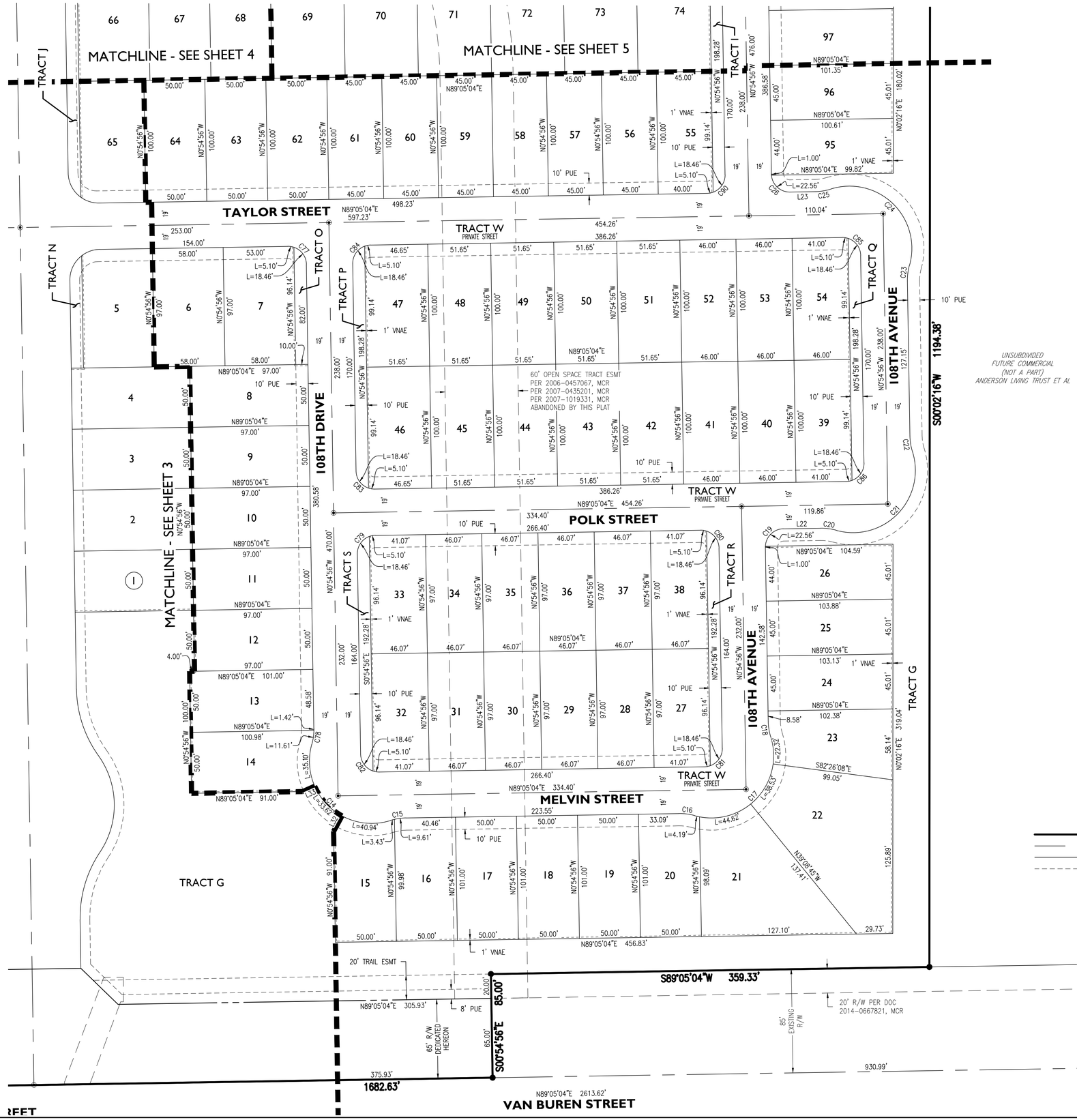
FP01

Sheet No.
1
of 6

17-414

Feb 07, 2019 3:22pm Q:\Projects\2017\17-414\Legal Survey\Dwgs\Final Plats\Phase 1\17-414 Ph1 – Plat.dwg

rmunoz



LEGEND

⊡	SECTION CORNER (AS NOTED)
●	SUBDIVISION BOUNDARY CORNER SET 1/2" REBAR WITH CAP (LS 53160) UNLESS OTHERWISE NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY OTHERS)
COA	CITY OF AVONDALE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
FD	FOUND
RB	REBAR
SEC	SECTION
BCHH	BRASS CAP IN HANDHOLE
LS	LAND SURVEYOR
═══	PLAT BOUNDARY LINE
─ ─ ─	SECTION LINE / ROAD CENTERLINE
───	LOT LINE
- - -	EASEMENT LINE

EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:
ROOSEVELT PARK - PHASE I
AVONDALE, ARIZONA
FINAL PLAT

Revisions:
LAST REVISED 2/7/19

Call at least two full working days before you begin excavation.
ARIZONA 811
Know what's below. Call before you dig.
Dial 8-1-1 or 1-800-STAKE-IT (753-0348)
In Maricopa County: (602)263-1100

Designer: RSM
Drawn by: RSM

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 53160
RAYMOND S. MUNOZ III
Date Signed 2/7/19
ARIZONA, U.S.A.
Expires 3/31/21

Job No.
17-414
FP01
Sheet No.
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of 6

17-414

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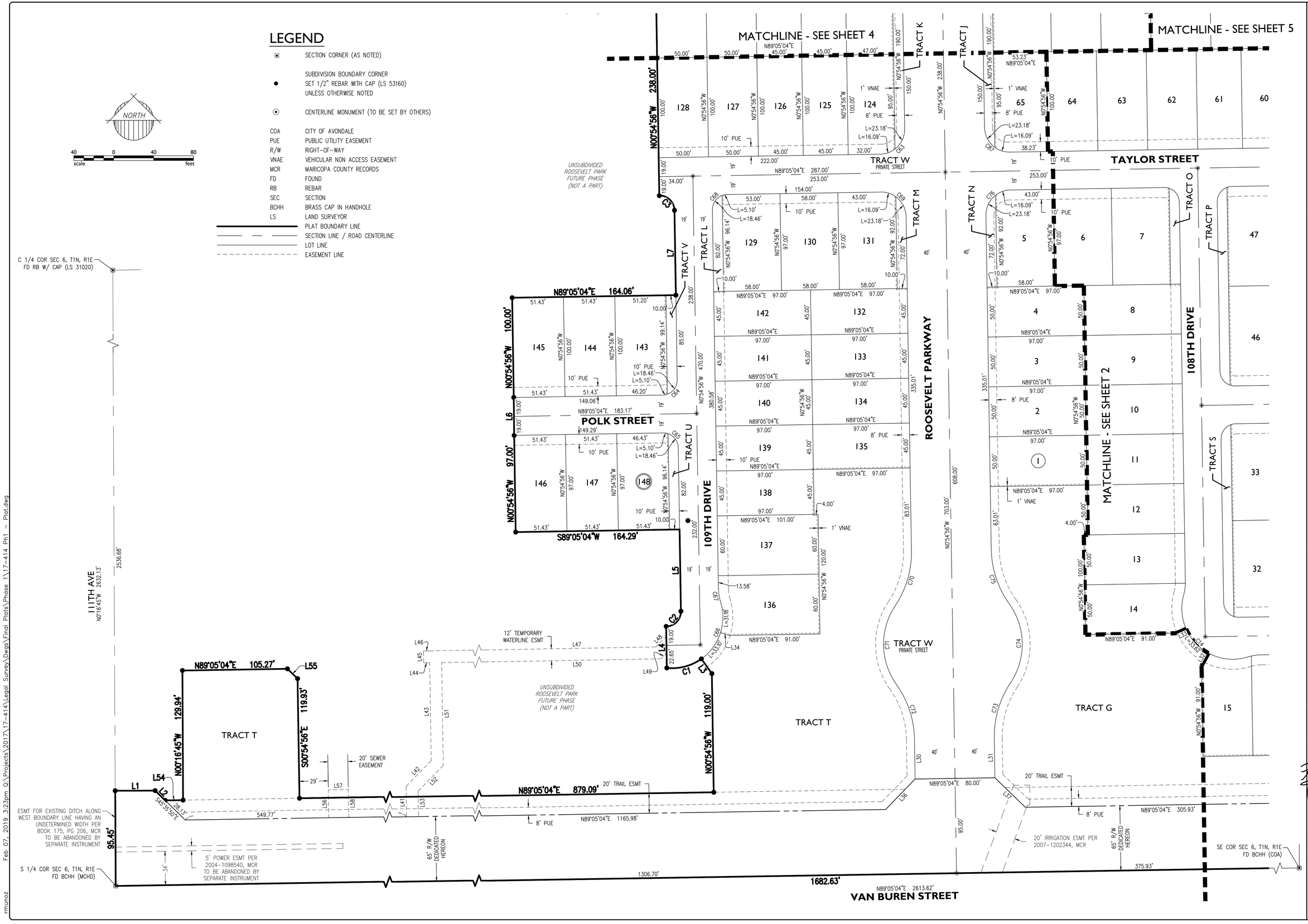
rmunoz

LEGEND

⊡	SECTION CORNER (AS NOTED)
●	SUBDIVISION BOUNDARY CORNER SET 1/2" REBAR WITH CAP (LS 53160) UNLESS OTHERWISE NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY OTHERS)
COA	CITY OF AVONDALE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
FD	FOUND
RB	REBAR
SEC	SECTION
BCHH	BRASS CAP IN HANDHOLE
LS	LAND SURVEYOR
———	PLAT BOUNDARY LINE
—— — ——	SECTION LINE / ROAD CENTERLINE
———	LOT LINE
- - - - -	EASEMENT LINE

NORTH

40 0 40 80
scale feet



EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

ROOSEVELT PARK - PHASE I

AVONDALE, ARIZONA

FINAL PLAT

Revisions:

LAST REVISED 2/7/19

Call at least two full working days before you begin excavation
ARIZONA BLUE STAKE, INC.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

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Drawn by: RSM

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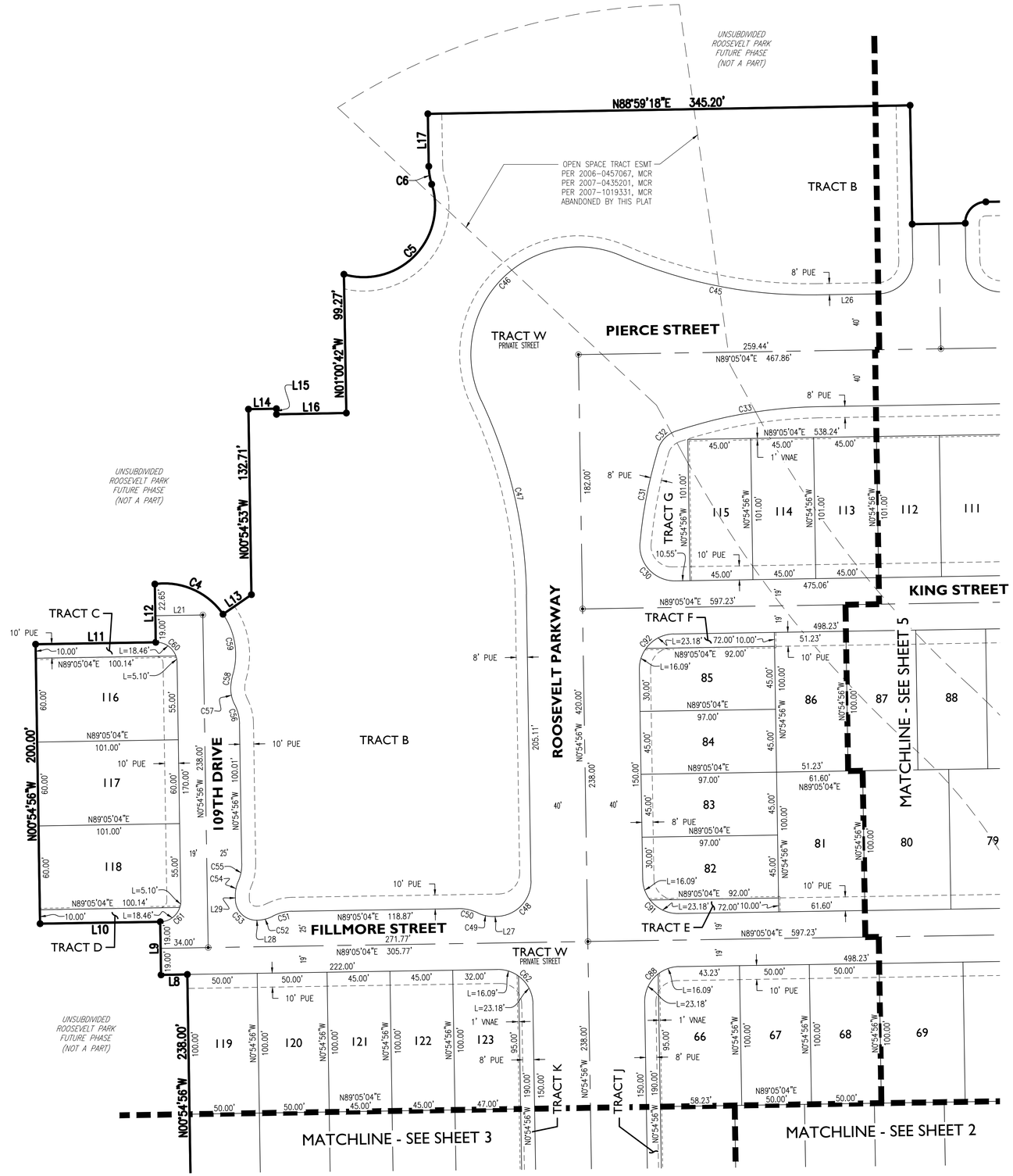
17-414



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	SECTION LINE / ROAD CENTERLINE
	LOT LINE
	EASEMENT LINE

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AVONDALE, ARIZONA

FINAL PLAT

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
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Sheet No.
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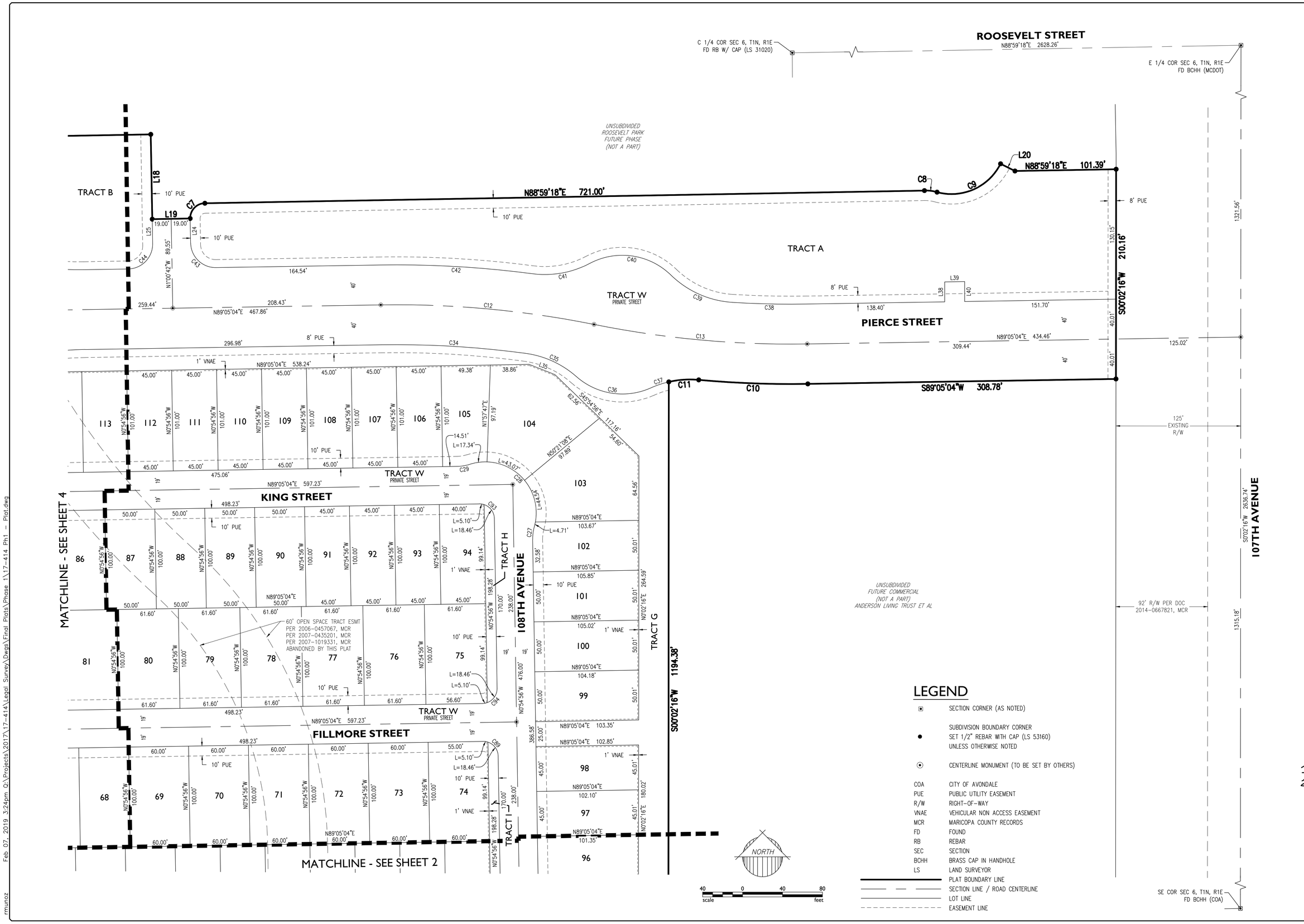

LEGEND

▣	SECTION CORNER (AS NOTED)
●	SUBDIVISION BOUNDARY CORNER SET 1/2" REBAR WITH CAP (LS 53160) UNLESS OTHERWISE NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY OTHERS)
COA	CITY OF AVONDALE
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R/W	RIGHT-OF-WAY
VNAE	VEHICULAR NON ACCESS EASEMENT
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———	PLAT BOUNDARY LINE
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ROOSEVELT PARK - PHASE I

AVONDALE, ARIZONA

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Job No.
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FP01

Sheet No.
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of 6

17-414

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LINE TABLE

LINE	BEARING	LENGTH
L1	N89°43'15"E	40.00'
L2	S45°35'50"E	14.06'
L3	N35°17'45"W	18.07'
L4	N00°54'56"W	41.65'
L5	N00°54'56"W	82.00'
L6	N00°34'30"W	38.00'
L7	N00°54'56"W	85.00'
L8	S89°05'04"W	18.77'
L9	N00°54'56"W	38.00'
L10	S89°05'05"W	86.00'
L11	N89°05'04"E	86.00'
L12	N00°54'56"W	41.65'
L13	N55°23'40"E	24.72'
L14	N88°58'55"E	20.00'
L15	S01°00'42"E	4.00'
L16	N88°59'18"E	50.00'
L17	N01°00'42"W	37.58'
L18	S01°00'42"E	85.00'
L19	N88°59'18"E	38.00'
L20	S63°21'56"E	16.12'
L21	N89°05'04"E	34.00'
L22	N89°05'04"E	30.44'
L23	S89°05'04"W	20.61'
L24	N01°00'42"W	24.62'
L25	S01°00'42"E	24.47'
L26	N89°05'04"E	44.55'
L27	S89°04'32"W	2.16'
L28	N89°05'04"E	0.32'
L29	N01°02'09"W	2.56'

LINE TABLE

LINE	BEARING	LENGTH
L30	N00°54'56"W	40.05'
L31	N00°54'56"W	40.05'
L32	N28°28'51"E	14.42'
L33	N66°15'03"E	10.85'
L34	S72°28'50"E	9.08'
L35	S68°24'56"E	27.72'
L36	N44°05'04"E	42.43'
L37	N45°54'56"W	42.43'
L38	N00°02'16"E	20.00'
L39	N89°05'04"E	20.00'
L40	S00°02'16"W	20.00'
L41	N00°45'15"W	30.48'
L42	N44°05'04"E	36.17'
L43	N00°54'56"W	97.96'
L44	S89°05'04"W	6.00'
L45	N00°54'56"W	11.98'
L46	N89°05'04"E	6.00'
L47	N88°59'18"E	362.86'
L48	N44°05'04"E	15.11'
L49	S44°05'04"W	8.07'
L50	S88°59'18"W	355.84'
L51	S00°54'56"E	102.93'
L52	S44°05'04"W	36.19'
L53	S00°45'15"E	25.49'
L54	N89°05'04"E	17.95'
L55	S45°54'56"E	14.14'
L56	N00°54'56"W	28.00'
L57	N89°05'04"E	20.00'
L58	N00°54'56"W	28.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	36.62'	51.00'	41°08'12"	19.14'	35.84'	N75°16'21"E
C2	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C3	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C4	56.14'	51.00'	63°04'00"	31.29'	53.35'	N66°08'19"W
C5	110.18'	51.00'	123°46'51"	95.48'	89.97'	N44°16'52"E
C6	13.04'	45.00'	16°35'52"	6.56'	12.99'	S09°18'38"E
C7	23.56'	15.00'	90°00'00"	15.00'	21.21'	S43°59'18"W
C8	12.77'	45.00'	16°15'37"	6.43'	12.73'	N82°52'53"W
C9	75.46'	55.00'	78°36'51"	45.03'	69.68'	N65°56'30"E
C10	109.41'	1040.00'	6°01'39"	54.75'	109.36'	S87°54'06"E
C11	30.17'	96.50'	17°54'55"	15.21'	30.05'	S86°09'16"W
C12	214.89'	1000.00'	12°18'44"	107.86'	214.48'	N84°45'33"W
C13	214.89'	1000.00'	12°18'44"	107.86'	214.48'	S84°45'33"E
C14	109.66'	51.00'	123°11'45"	94.31'	89.72'	S45°54'56"E
C15	13.04'	45.00'	16°35'52"	6.56'	12.99'	S80°47'08"W
C16	13.04'	45.00'	16°35'52"	6.56'	12.99'	N82°36'59"W
C17	109.66'	51.00'	123°11'44"	94.31'	89.72'	N44°05'04"E
C18	13.04'	45.00'	16°35'52"	6.56'	12.99'	S09°12'52"E
C19	23.56'	15.00'	90°00'00"	15.00'	21.21'	S44°05'04"W
C20	13.04'	45.00'	16°35'52"	6.56'	12.99'	N82°36'59"W
C21	109.66'	51.00'	123°11'44"	94.31'	89.72'	N44°05'04"E
C22	13.04'	45.00'	16°35'52"	6.56'	12.99'	S09°12'52"E
C23	13.04'	45.00'	16°35'52"	6.56'	12.99'	S07°23'01"W
C24	109.66'	51.00'	123°11'44"	94.31'	89.72'	N45°54'56"W
C25	13.04'	45.00'	16°35'52"	6.56'	12.99'	N80°47'08"E
C26	23.56'	15.00'	90°00'00"	15.00'	21.21'	S45°54'56"E
C27	13.04'	45.00'	16°35'52"	6.56'	12.99'	S07°23'01"W
C28	109.66'	51.00'	123°11'44"	94.31'	89.72'	N45°54'56"W
C29	13.04'	45.00'	16°35'52"	6.56'	12.99'	N80°47'08"E
C30	41.92'	25.00'	96°04'12"	27.80'	37.18'	S42°52'50"E
C31	68.08'	336.00'	11°36'32"	34.16'	67.96'	S10°57'32"W
C32	19.07'	20.00'	54°38'33"	10.33'	18.36'	S44°05'04"W
C33	103.67'	336.00'	17°40'43"	52.25'	103.26'	S80°14'43"W
C34	144.81'	960.00'	8°38'33"	72.54'	144.67'	N86°35'39"W
C35	56.82'	96.50'	33°44'15"	29.26'	56.00'	N65°24'15"W
C36	79.59'	69.50'	65°37'00"	44.80'	75.31'	S81°20'37"E
C37	19.11'	96.50'	11°20'56"	9.59'	19.08'	S71°31'21"W
C38	74.39'	960.00'	4°26'24"	37.21'	74.37'	S88°41'44"E
C39	68.81'	96.50'	40°51'18"	35.94'	67.36'	S66°02'53"E
C40	87.66'	69.50'	72°16'08"	50.74'	81.97'	N81°45'17"W
C41	59.61'	96.50'	35°23'26"	30.79'	58.66'	N79°48'22"E
C42	152.78'	1040.00'	8°25'01"	76.53'	152.64'	N86°42'25"W
C43	39.23'	25.00'	89°54'15"	24.96'	35.33'	S45°57'48"E
C44	39.31'	25.00'	90°05'46"	25.04'	35.38'	N44°02'11"E
C45	143.33'	336.00'	24°26'28"	72.77'	142.25'	S78°41'42"E
C46	186.67'	77.01'	138°52'55"	205.33'	144.21'	S44°05'04"W
C47	143.33'	336.00'	24°26'28"	72.77'	142.25'	N13°08'09"W
C48	39.27'	25.00'	90°00'00"	25.00'	35.36'	N44°05'04"E
C49	11.68'	25.00'	26°46'31"	5.95'	11.58'	S77°32'13"E
C50	14.48'	31.00'	26°45'59"	7.38'	14.35'	N77°31'56"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C51	14.45'	31.00'	26°42'52"	7.36'	14.32'	S75°43'38"W
C52	11.66'	25.00'	26°42'52"	5.94'	11.55'	N75°43'38"E
C53	23.53'	15.00'	89°52'46"	14.97'	21.19'	S45°58'32"E
C54	10.68'	25.00'	24°28'34"	5.42'	10.60'	S11°12'08"W
C55	13.18'	31.00'	24°21'20"	6.69'	13.08'	N11°15'45"E
C56	14.34'	31.00'	26°30'26"	7.30'	14.21'	N14°10'08"W
C57	14.23'	25.00'	32°36'22"	7.31'	14.04'	S11°07'10"E
C58	8.25'	45.00'	10°29'56"	4.13'	8.23'	S10°25'59"W
C59	44.76'	51.00'	50°17'16"	23.94'	43.34'	N09°27'42"W
C60	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C61	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C62	39.27'	25.00'	90°00'00"	25.00'	35.36'	N45°54'56"W
C63	39.27'	25.00'	90°00'00"	25.00'	35.36'	N44°05'04"E
C64	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C65	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C66	64.28'	51.00'	72°13'03"	37.20'	60.11'	N18°35'44"E
C67	13.04'	45.00'	16°35'52"	6.56'	12.99'	S09°12'52"E
C68	23.56'	15.00'	90°00'00"	15.00'	21.21'	S44°05'04"W
C69	39.27'	25.00'	90°00'00"	25.00'	35.36'	N45°54'56"W
C70	58.42'	96.50'	34°41'07"	30.14'	57.53'	N16°25'38"E
C71	84.15'	69.50'	69°22'15"	48.10'	79.10'	S00°54'56"E
C72	58.42'	96.50'	34°41'07"	30.14'	57.53'	N18°15'29"W
C73	58.42'	96.50'	34°41'07"	30.14'	57.53'	S16°25'38"W
C74	84.15'	69.50'	69°22'15"	48.10'	79.10'	N00°54'56"W
C75	58.42'	96.50'	34°41'07"	30.14'	57.53'	S18°15'29"E
C76	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°05'04"W
C77	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C78	13.04'	45.00'	16°35'52"	6.56'	12.99'	N07°23'01"E
C79	23.56'	15.00'	90°00'00"	15.00'	21.21'	S44°05'04"W
C80	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C81	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C82	23.56'	15.00'	90°00'00"	15.00'	21.21'	S45°54'56"E
C83	23.56'	15.00'	90°00'00"	15.00'	21.21'	S45°54'56"E
C84	23.56'	15.00'	90°00'00"	15.00'	21.21'	S44°05'04"W
C85	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C86	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C87	39.27'	25.00'	90°00'00"	25.00'	35.36'	S45°54'56"E
C88	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°05'04"W
C89	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C90	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C91	39.27'	25.00'	90°00'00"	25.00'	35.36'	S45°54'56"E
C92	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°05'04"W
C93	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C94	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
1	4,850	0.1113
2	4,850	0.1113
3	4,850	0.1113
4	4,850	0.1113
5	5,602	0.1286
6	5,626	0.1292
7	5,625	0.1291
8	4,850	0.1113
9	4,850	0.1113
10	4,850	0.1113
11	4,850	0.1113
12	4,850	0.1113
13	5,050	0.1159
14	4,920	0.1129
15	4,924	0.1130
16	5,047	0.1159
17	5,050	0.1159
18	5,050	0.1159
19	5,050	0.1159
20	5,032	0.1155
21	8,783	0.2016
22	10,581	0.2429
23	5,073	0.1164
24	4,624	0.1062
25	4,658	0.1069
26	4,691	0.1077
27	4,467	0.1025
28	4,468	0.1026
29	4,468	0.1026
30	4,468	0.1026
31	4,468	0.1026
32	4,467	0.1025
33	4,467	0.1025
34	4,468	0.1026
35	4,468	0.1026
36	4,468	0.1026
37	4,468	0.1026
38	4,467	0.1025
39	4,599	0.1056
40	4,600	0.1056
41	4,600	0.1056
42	5,165	0.1186
43	5,165	0.1186
44	5,165	0.1186
45	5,165	0.1186
46	5,164	0.1185
47	5,164	0.1185
48	5,165	0.1186
49	5,165	0.1186
50	5,165	0.1186

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
51	5,165	0.1186
52	4,600	0.1056
53	4,600	0.1056
54	4,599	0.1056
55	4,499	0.1033
56	4,500	0.1033
57	4,500	0.1033
58	4,500	0.1033
59	4,500	0.1033
60	4,500	0.1033
61	4,500	0.1033
62	5,000	0.1148
63	5,000	0.1148
64	5,000	0.1148
65	5,299	0.1216
66	5,799	0.1331
67	5,000	0.1148
68	5,000	0.1148
69	6,000	0.1377
70	6,000	0.1377
71	6,000	0.1377
72	6,000	0.1377
73	6,000	0.1377
74	5,999	0.1377
75	6,159	0.1414
76	6,160	0.1414
77	6,160	0.1414
78	6,160	0.1414
79	6,160	0.1414
80	6,160	0.1414
81	6,160	0.1414
82	4,341	0.0997
83	4,365	0.1002
84	4,365	0.1002
85	4,341	0.0997
86	5,123	0.1176
87	5,000	0.1148
88	5,000	0.1148
89	5,000	0.1148
90	5,000	0.1148
91	4,500	0.1033
92	4,500	0.1033
93	4,500	0.1033
94	4,499	0.1033
95	4,510	0.1035
96	4,544	0.1043
97	4,578	0.1051
98	4,612	0.1059
99	5,188	0.1191
100	5,230	0.1201

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
101	5,272	0.1210
102	5,294	0.1215
103	8,388	0.1926
104	8,547	0.1962
105	4,665	0.1071
106	4,545	0.1043
107	4,545	0.1043
108	4,545	0.1043
109	4,545	0.1043
110	4,545	0.1043
111	4,545	0.1043
112	4,545	0.1043
113	4,545	0.1043
114	4,545	0.1043
115	4,545	0.1043
116	6,059	0.1391
117	6,060	0.1391
118	6,059	0.1391
119	5,000	0.1148
120	5,000	0.1148
121	4,500	0.1033
122	4,500	0.1033
123	4,676	0.1073
124	4,676	0.1073
125	4,500	0.1033
126	4,500	0.1033
127	5,000	0.1148
128	5,000	0.1148
129	5,625	0.1291
130	5,626	0.1292
131	5,602	0.1286
132	4,365	0.1002
133	4,365	0.1002
134	4,365	0.1002
135	4,365	0.1002
136	5,937	0.1363
137	6,060	0.1391
138	4,365	0.1002
139	4,365	0.1002
140	4,365	0.1002
141	4,365	0.1002
142	4,365	0.1002
143	5,119	0.1175
144	5,143	0.1181
145	5,143	0.1181
146	4,989	0.1145
147	4,989	0.1145
148	4,987	0.1145

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE, OPEN SPACE, RETENTION	83,042	1.9064
B	LANDSCAPE, OPEN SPACE	122,649	2.8156
C	LANDSCAPE, OPEN SPACE	963	0.0221
D	LANDSCAPE, OPEN SPACE	963	0.0221
E	LANDSCAPE, OPEN SPACE	860	0.0197
F	LANDSCAPE, OPEN SPACE	860	0.0197
G	LANDSCAPE, OPEN SPACE, RETENTION, AMENITY, TRAIL EASEMENT, PRIVATE IRRIGATION	116,739	2.6799
H	LANDSCAPE, OPEN SPACE	1,906	0.0438
I	LANDSCAPE, OPEN SPACE	1,906	0.0438
J	LANDSCAPE, OPEN SPACE	1,780	0.0409
K	LANDSCAPE, OPEN SPACE	1,780	0.0409
L	LANDSCAPE, OPEN SPACE	923	0.0212
M	LANDSCAPE, OPEN SPACE	860	0.0197
N	LANDSCAPE, OPEN SPACE	860	0.0197
O	LANDSCAPE, OPEN SPACE	923	0.0212
P	LANDSCAPE, OPEN SPACE	1,906	0.0438
Q	LANDSCAPE, OPEN SPACE	1,906	0.0438
R	LANDSCAPE, OPEN SPACE	1,846	0.0424
S	LANDSCAPE, OPEN SPACE	1,846	0.0424
T	LANDSCAPE, OPEN SPACE, RETENTION, TRAIL EASEMENT	83,371	1.9139
U	LANDSCAPE, OPEN SPACE	923	0.0212
V	LANDSCAPE, OPEN SPACE	953	0.0219
W	PRIVATE STREET, PUBLIC UTILITY EASEMENT, REFUSE COLLECTION AND EMERGENCY ACCESS	426,060	9.7810

EPS GROUP
2045 S. Vineyard Ave, Suite 101
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Project:

ROOSEVELT PARK - PHASE I
AVONDALE, ARIZONA
FINAL PLAT

Revisions:

LAST REVISED 2/7/19

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ARIZONA 811
Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RSM
Drawn by: RSM

REGISTERED LAND SURVEYOR
53180
RAYMOND S. MUNOZ III
Date Signed 2/7/19
ARIZONA U.S.A.
Expires 3/31/21

Job No.
17-414

FP01

Sheet No.
6
of 6

17-414

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rmunoz

Exhibit E

PRELIMINARY PLAT
FOR
ROOSEVELT PARK - PHASE I

A PORTION OF THE SOUTHEAST QUARTER, SECTION 6, T.1 N., R.1 E., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

APPROVED

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 2632.13 FEET, AND ALSO FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 2613.62 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 1064.70 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 204.00 FEET;

THENCE NORTH 35 DEGREES 17 MINUTES 45 SECONDS WEST, 18.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 35 DEGREES 17 MINUTES 45 SECONDS WEST A DISTANCE OF 51.00 FEET;

THENCE SOUTHWESTERLY 36.62 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41 DEGREES 08 MINUTES 12 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 41.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST A DISTANCE OF 15.00 FEET;

THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 82.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 05 SECONDS WEST, 112.86 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 97.00 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 30 SECONDS WEST, 38.00 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 100.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 05 SECONDS EAST, 112.63 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 85.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 38.00 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 200.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 18.77 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 38.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 05 SECONDS WEST, 86.00 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 200.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 86.00 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 41.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 7 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 51.00 FEET;

THENCE SOUTHEASTERLY 56.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 63 DEGREES 04 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 55 DEGREES 23 MINUTES 40 SECONDS EAST, 24.72 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 53 SECONDS WEST, 132.71 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 55 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 4.00 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 50.00 FEET;

THENCE NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 99.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 16 DEGREES 10 MINUTES 17 SECONDS EAST A DISTANCE OF 51.00 FEET;

THENCE NORTHEASTERLY 110.18 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 123 DEGREES 46 MINUTES 51 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY 13.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 52 SECONDS;

THENCE NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 37.58 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 345.20 FEET;

THENCE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 85.00 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST A DISTANCE OF 15.00 FEET;

THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 721.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY 12.77 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 37 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY 75.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 78 DEGREES 36 MINUTES 51 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 63 DEGREES 21 MINUTES 56 SECONDS EAST, 16.12 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 101.39 FEET TO A POINT ON A LINE 125.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 0 DEGREES 02 MINUTES 16 SECONDS WEST, 210.16 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 308.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1040.00 FEET;

THENCE WESTERLY 109.41 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6 DEGREES 01 MINUTES 39 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 96.50 FEET;

THENCE WESTERLY 30.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 54 MINUTES 55 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 02 MINUTES 16 SECONDS WEST, 1194.38 FEET TO A POINT ON A LINE 85.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 359.33 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 85.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 617.93 FEET TO THE POINT OF BEGINNING.

PROJECT TEAM

PROPERTY REPRESENTATIVE:
MATTAMY HOMES
9200 E PIMA CENTER PARKWAY, SUITE 160
SCOTTSDALE, AZ 85258
TEL: (480)-291-8111
FAX: (480)-302-6076
CONTACT: JOSE CASTILLO

CIVIL ENGINEER
EPS GROUP, INC.
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MESA, AZ 85210
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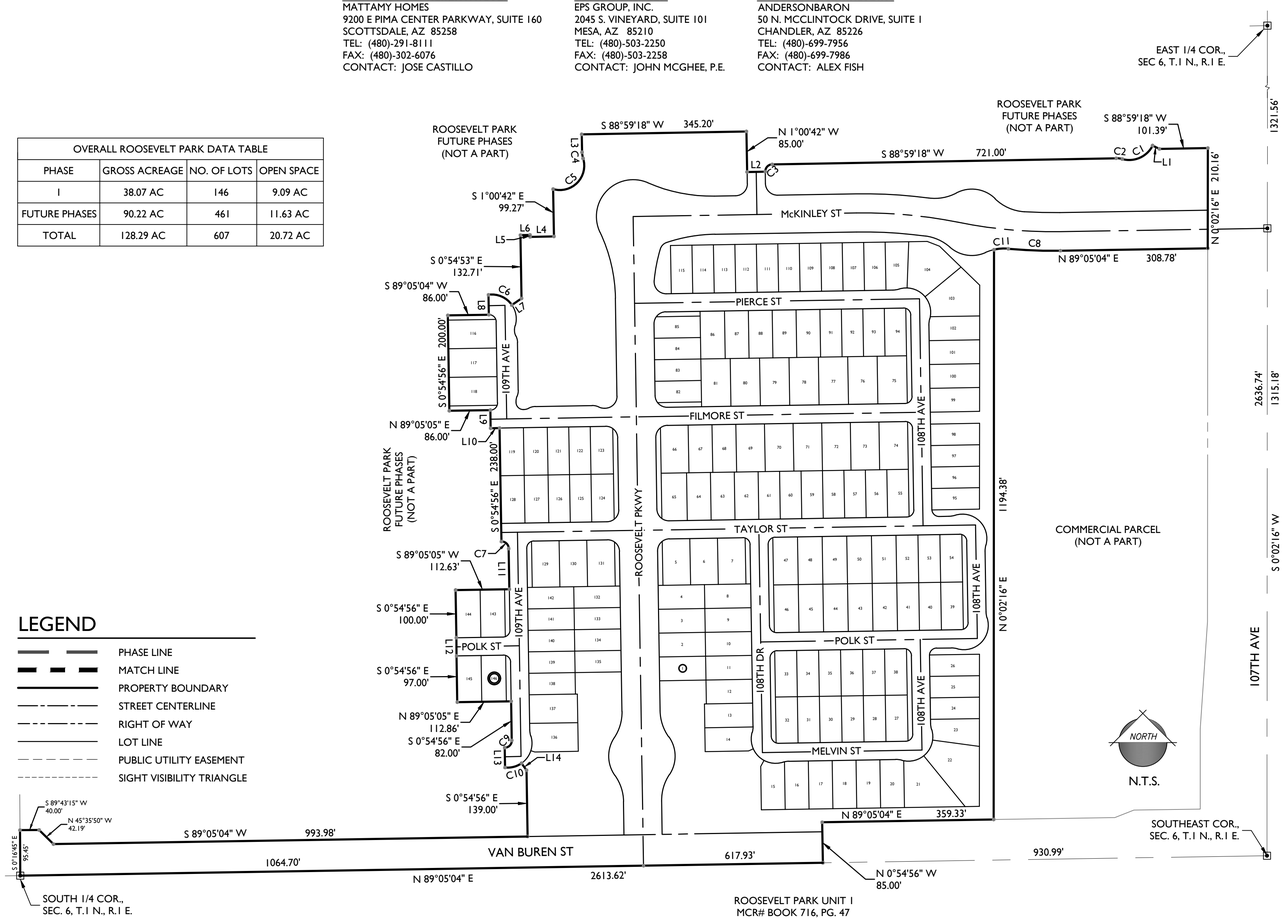
FAX: (480)-503-2258
CONTACT: JOHN MCGHEE, P.E.

LANDSCAPE ARCHITECT:
ANDERSONBARON
50 N. MCCLINTOCK DRIVE, SUITE 1
CHANDLER, AZ 85226
TEL: (480)-699-7956
FAX: (480)-699-7986
CONTACT: ALEX FISH

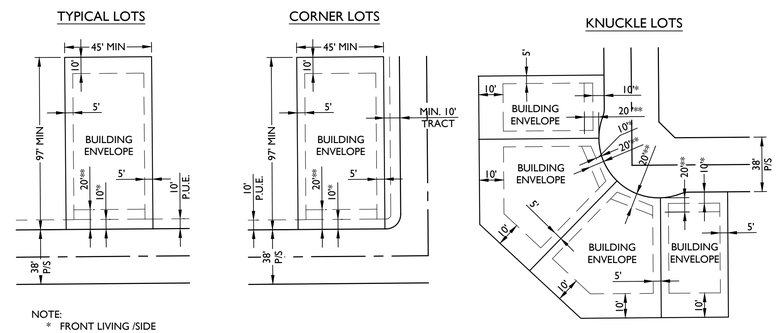
OVERALL ROOSEVELT PARK DATA TABLE			
PHASE	GROSS ACREAGE	NO. OF LOTS	OPEN SPACE
1	38.07 AC	146	9.09 AC
FUTURE PHASES	90.22 AC	461	11.63 AC
TOTAL	128.29 AC	607	20.72 AC



LEGEND

- PHASE LINE
- MATCH LINE
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE

LOT DIAGRAMS



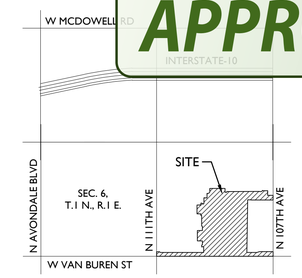
NOTE:
* FRONT LIVING /SIDE LOADED GARAGE
** FRONT FACING GARAGE

ROOSEVELT PARK PAD DEVELOPMENT STANDARDS			
STANDARD	60' x 95'	50' x 95'	45' x 95'
MIN. LOT AREA	5,700 SF	4,750 SF	3,800 SF
MIN. LOT WIDTH	60'	50'	40'
MIN. LOT DEPTH	95'	95'	95'
MAX. HEIGHT	2 STORIES / 30'	2 STORIES / 30'	2 STORIES / 30'
FRONT LIVABLE/SIDE-LOADED GARAGE	10'	10'	10'
FRONT (ALLEY LOADED)	N/A	N/A	10' (5)
GARAGE	20'	20'	20'
SIDE	5'	5'	5'
CORNER LOT – SIDE (ADJACENT TO 10' TRACT)	5' LIVABLE STRUCTURE (2)	5' LIVABLE STRUCTURE (2)	5' LIVABLE STRUCTURE (2)
REAR	10'	10'	10' (3)
REAR (ALLEY LOADED)	N/A	N/A	3'-5' (10)
DISTANCE BETWEEN BUILDINGS	10'	10'	10'
MAX. LOT COVERAGE	*	*	*

NOTES:
(2) FOR CORNER LOTS, A PROJECTION IS ALLOWED FOR ARCHITECTURAL ARTICULATION INTO THE STREET SETBACK, AND A 5' PROJECTION IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES INTO THE SIDE SETBACK.
(3) FOR STREET LOADED HOMES, A 5' PROJECTION INTO THE REAR SETBACK IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES.
(5) FOR ALLEY LOADED LOTS, A 5' FRONT SETBACK IS ACCEPTABLE IF THE LOT FRONTS ONTO OPEN SPACE (10' IF THE UNIT FRONTS ONTO A ROAD).
(10) FOR ALLEY LOADED. THE REAR SETBACK APPLIES TOO BOTH GARAGES AND ARCHITECTURE.
* LOT COVERAGE WILL BE DICTATED BY SETBACKS. SETBACKS WILL SUPERSEDE LOT COVERAGE REQUIREMENTS IN ANY STATED ZONING CATEGORY.

VICINITY MAP

N.T.S.



PROJECT INFORMATION

LOCATION:	NWC OF VAN BUREN STREET AND 107TH AVE
APN:	102-56-005T, 102-56-005Q, 102-56-005B
GENERAL PLAN:	MEDIUM HIGH DENSITY RESIDENTIAL
ZONING:	PAD
GROSS AREA:	+/- 40.61 AC.
NET AREA:	+/- 35.77 AC.
NO. OF LOTS:	
45' x 95'	68 LOTS
50' x 95'	60 LOTS
60' x 95'	18 LOTS
TOTAL	146 LOTS
DENSITY:	+/- 4.08 DU/NET AC.
OPEN SPACE:	9.09 ACRES (25% OF NET AREA)

SITE PLAN NOTES

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED CITY OF AVONDALE SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
5. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AND ANY APPLICABLE SPECIFIC PLANS.
6. THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE VAN BUREN STREET TRAIL EASEMENT.

FLOOD ZONE

ZONE X: AREAS OF 0.2% ANNUAL CHANVE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	PP01	PRELIMINARY PLAT
SHEET 3	PP02	PRELIMINARY PLAT
SHEET 4	PP03	PRELIMINARY PLAT
SHEET 5	PP04	PRELIMINARY PLAT
SHEET 6	PP05	PHASE MAP
SHEET 7	PP06	STREET SECTIONS / DATA TABLES

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	16.12'	N63°21'56"W	L9	38.00'	S00°54'56"E
L2	38.00'	S88°59'18"W	L10	18.77'	N89°05'04"E
L3	37.58'	S01°00'42"E	L11	85.00'	S00°54'56"E
L4	50.00'	S88°59'18"W	L12	38.00'	S00°34'30"E
L5	4.00'	N01°00'42"W	L13	41.65'	S00°54'56"E
L6	20.00'	S88°58'55"W	L14	18.07'	S35°17'45"E
L7	24.72'	S55°23'40"W			
L8	41.65'	S00°54'56"E			

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	75.46'	55.00'	69.68'	078°36'51"
C2	12.77'	45.00'	12.73'	016°15'37"
C3	23.56'	15.00'	21.21'	090°00'00"
C4	13.04'	45.00'	12.99'	016°35'52"
C5	110.18'	51.00'	89.97'	123°46'51"
C6	56.14'	51.00'	53.35'	063°04'00"
C7	23.56'	15.00'	21.21'	090°00'00"
C8	109.41'	1040.00'	109.36'	006°01'39"
C9	23.56'	15.00'	21.21'	090°00'00"
C10	36.62'	51.00'	35.84'	041°08'12"
C11	30.17'	96.50'	30.05'	017°54'55"

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ROOSEVELT PARK - PHASE I
Avondale, Arizona
Cover Sheet

Project:

Revisions:
MARCH 22, 2018 - 1ST PRELIMINARY PLAT SUB.
MAY 30, 2018 - 2ND PRELIMINARY PLAT SUB.
JUNE 7, 2018 - 3RD PRELIMINARY PLAT SUB.

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Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: -
Drawn by: JAJ

Registered Professional Engineer (Civil)
CERTIFICATE NO. 50163
JOHN C. MCGHEE
Date Signed 06-07-18
ARIZONA, U.S.A.
EXPIRES 06-23-2018

Job No.
17-414

CS01

Sheet No.
1
of 7

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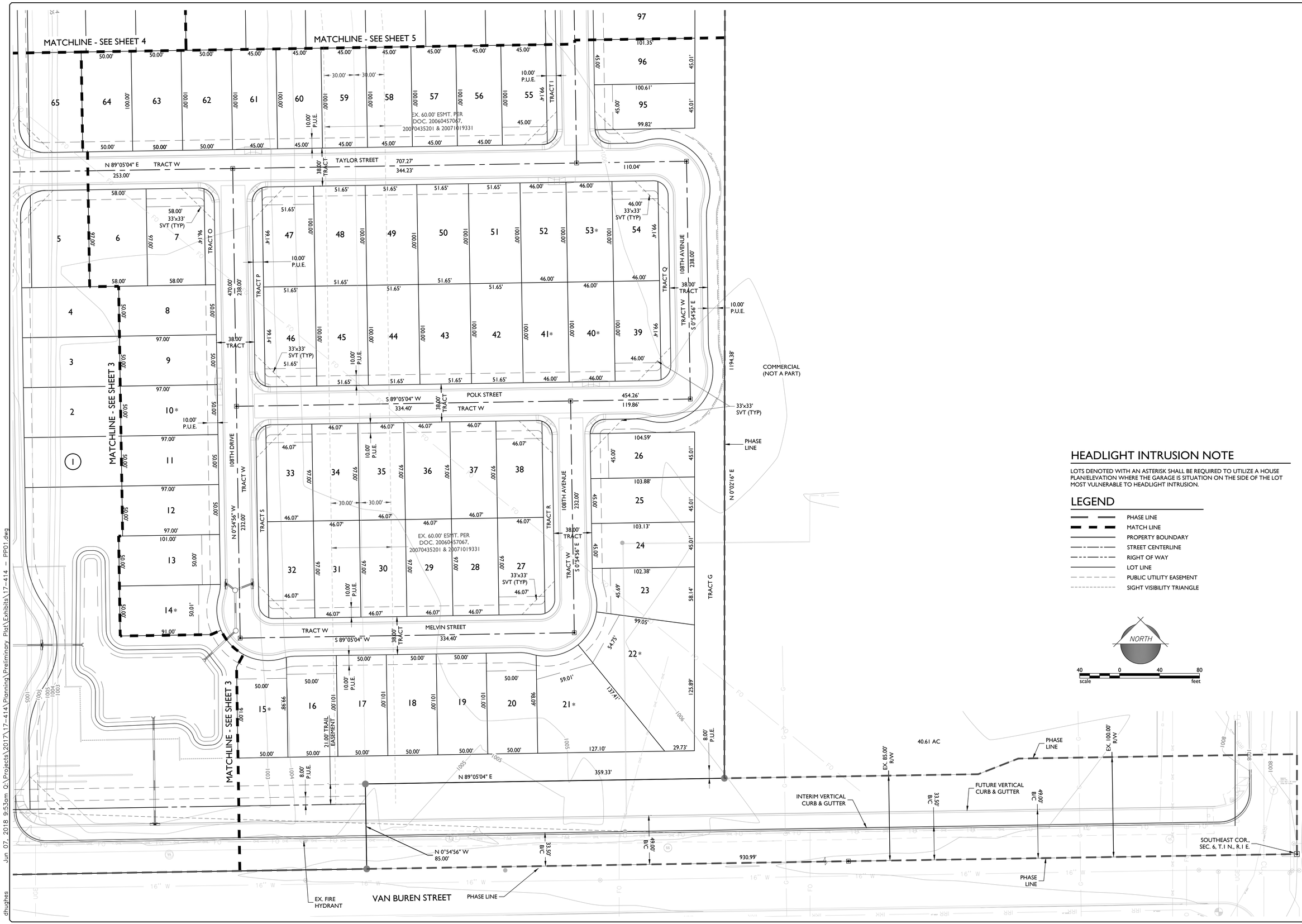
dhughes



HEADLIGHT INTRUSION NOTE

LOTS DENOTED WITH AN ASTERISK SHALL BE REQUIRED TO UTILIZE A HOUSE PLAN/ELEVATION WHERE THE GARAGE IS SITUATION ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.

LEGEND

- PHASE LINE
- MATCH LINE
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE

17-414

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dhughes

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www.epsgroupinc.com

ROOSEVELT PARK - PHASE I

Avondale, Arizona

Preliminary Plat

Project:

Revisions:

MARCH 22, 2018 - 1ST PRELIMINARY PLAT SUB.
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Designer: -
Drawn by: JAJ

Registered Professional Engineer (Civil)
CERTIFICATE NO. 60163
JOHN C. MCGHEE
Date Signed 06-23-18
ARIZONA, U.S.A.
EXPIRES 06-23-2018

Job No. 17-414

PP01

Sheet No. 2 of 7

PL18-0082

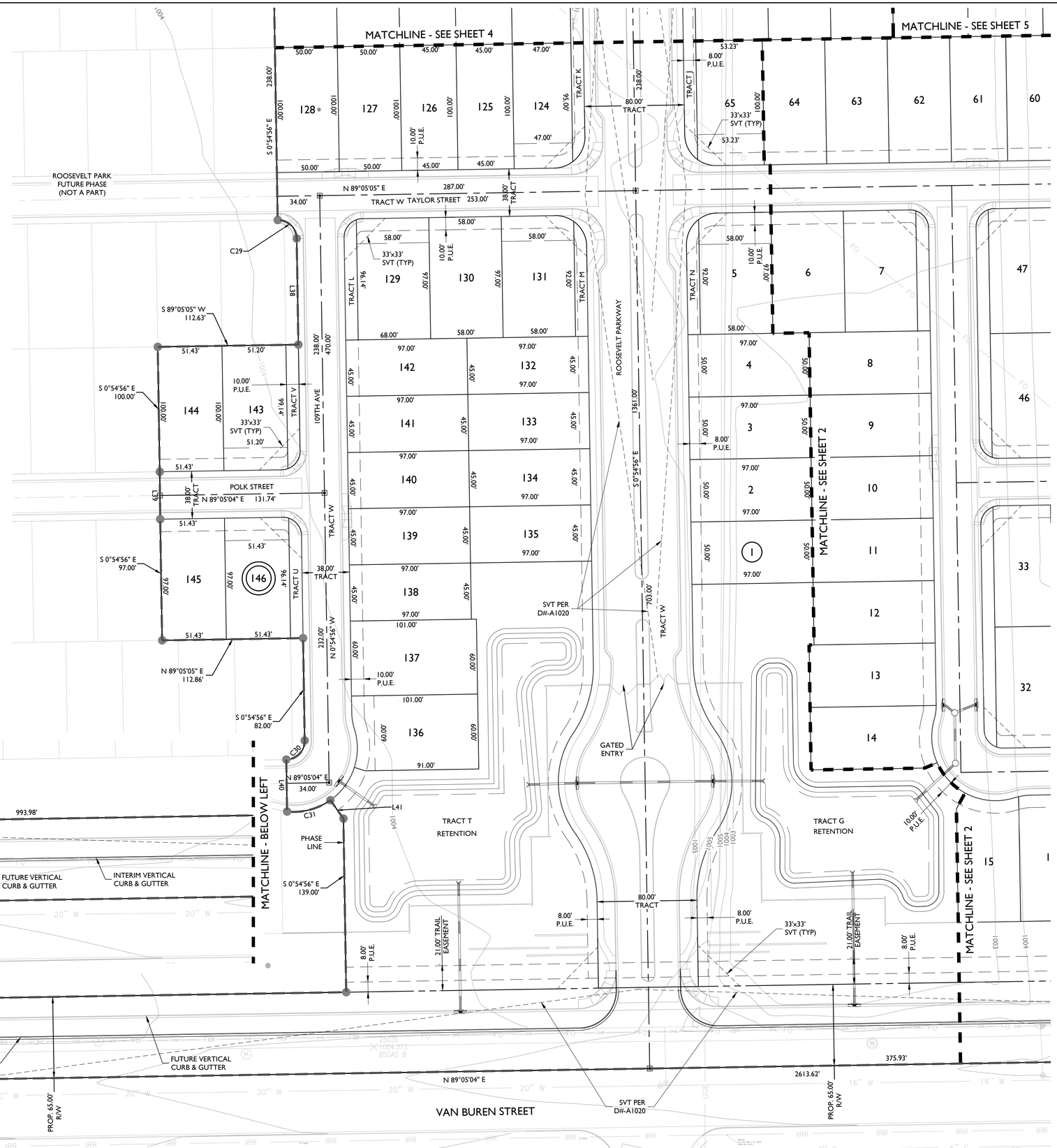
17-414

HEADLIGHT INTRUSION NOTE

LOTS DENOTED WITH AN ASTERISK SHALL BE REQUIRED TO UTILIZE A HOUSE PLAN/ELEVATION WHERE THE GARAGE IS SITUATION ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.

LEGEND

- PHASE LINE
- MATCH LINE
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE



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ROOSEVELT PARK - PHASE I

Avondale, Arizona

Preliminary Plat

Project:

Revisions:

MARCH 22, 2018 - 1ST PRELIMINARY PLAT SUB.
MAY 30, 2018 - 1ST PRELIMINARY PLAT SUB.

Call at least two full working days before you begin excavation
ARIZONA 811
Blue Stake, Inc. Stake Ties Stake Ties
Dial 8-1-1 or 1-800-STAKE-IT (783-4348)
In Maricopa County (602)263-1100

Designer: -
Drawn by: JAJ

Registered Professional Engineer (Civil)
CERTIFICATE NO. 60163
JOHN C. MCGHEE
Date Signed 06-21-18
ARIZONA U.S.A.
EXPIRES 06-21-2018

Job No.
17-414

PP02

Sheet No.
3
of 7

PL18-0082

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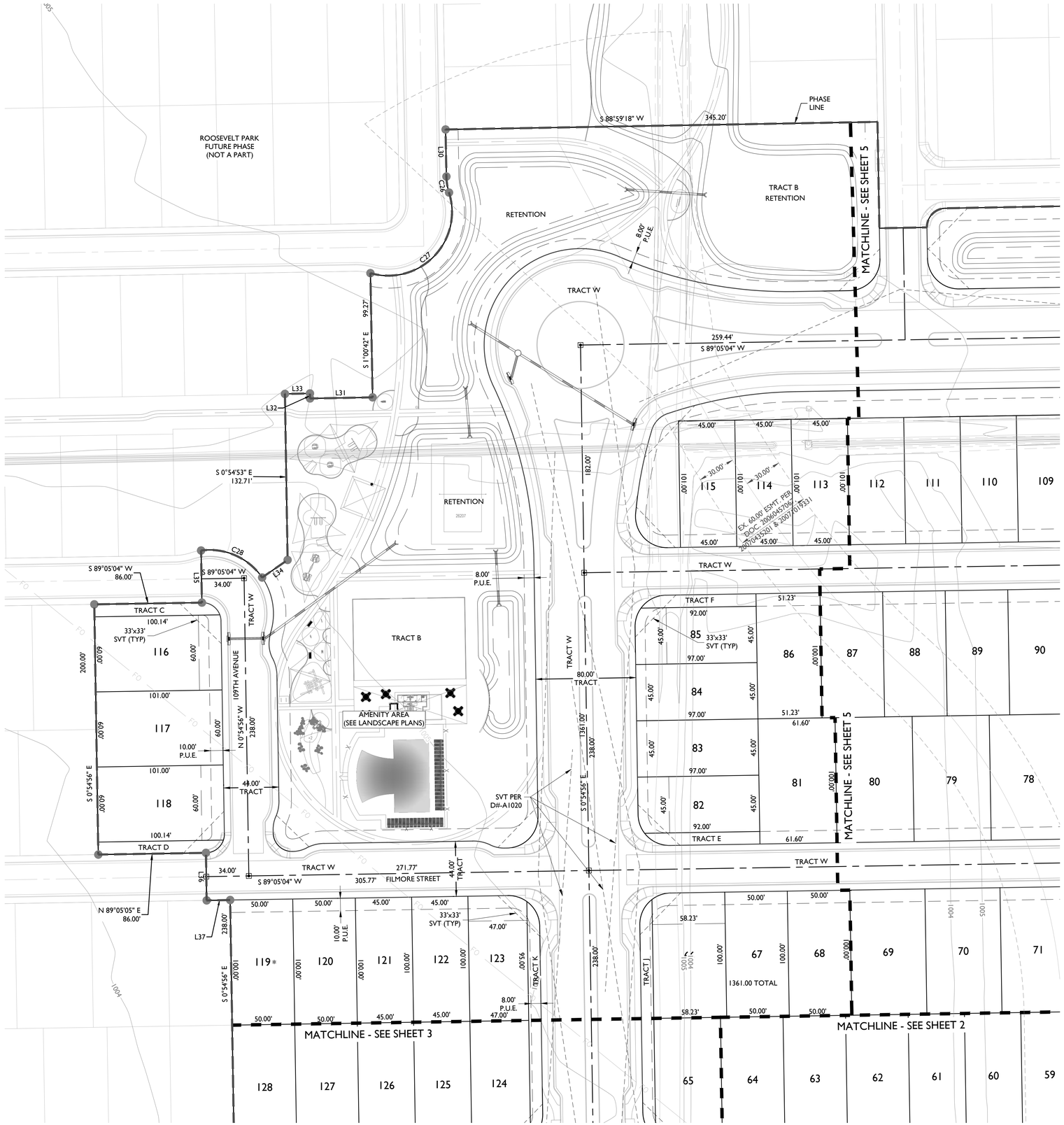

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LEGEND

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- MATCH LINE
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE

NORTH

40 0 40 80
scale feet

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Project:

ROOSEVELT PARK - PHASE I

Avondale, Arizona

Preliminary Plat

Revisions:

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MAY 30, 2018 - 2ND PRELIMINARY PLAT SUB.
JUNE 7, 2018 - 3RD PRELIMINARY PLAT SUB.

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Date Signed 06-07-18
ARIZONA, U.S.A.
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Job No.
17-414

PP03

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of 7

PL18-0082

17-414

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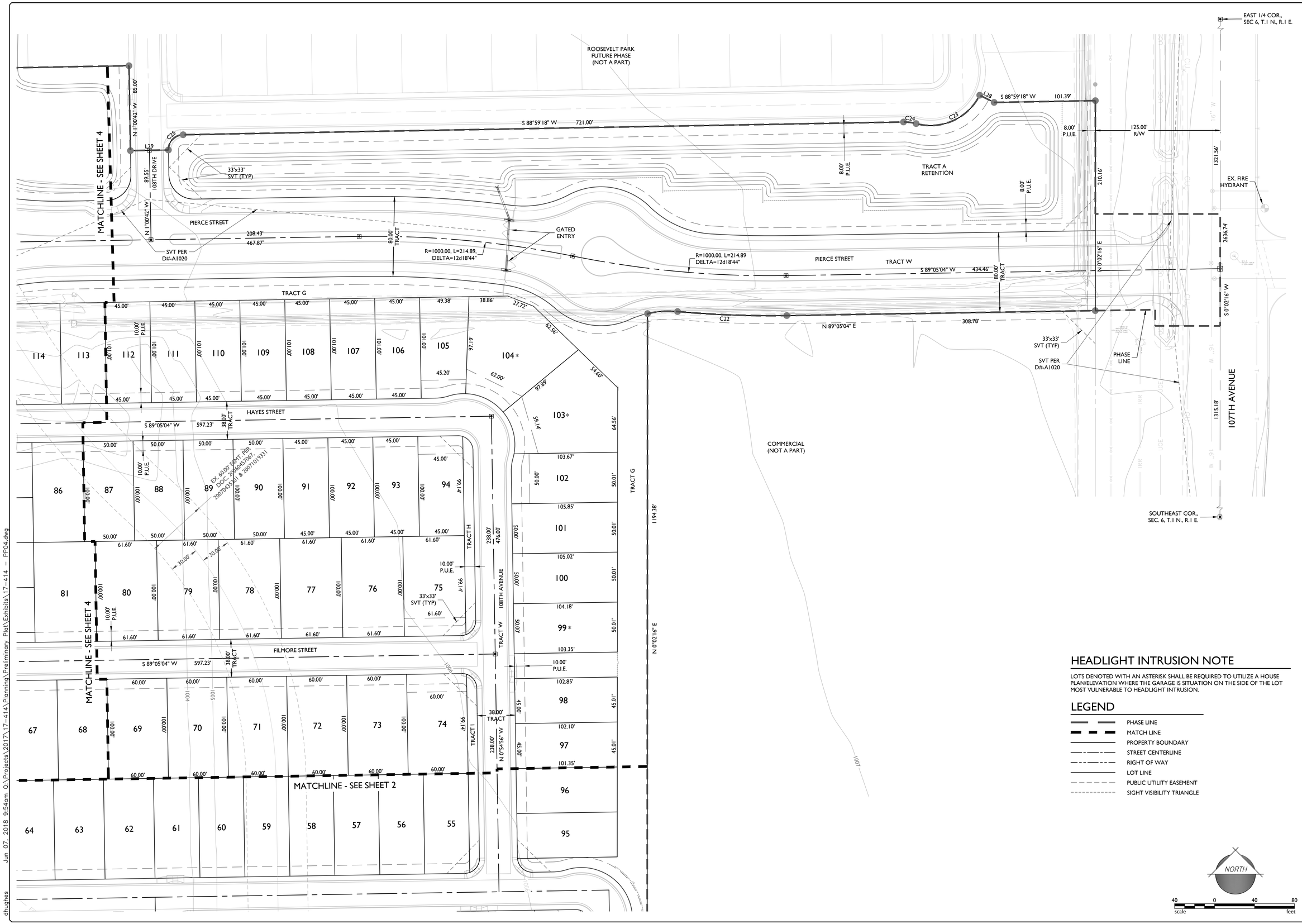

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LEGEND

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- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE

NORTH

40 0 40 80
scale feet

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Project:

ROOSEVELT PARK - PHASE I

Avondale, Arizona

Preliminary Plat

Revisions:

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MAY 30, 2018 - 2ND PRELIMINARY PLAT SUB.
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Designer: -
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Registered Professional Engineer (Civil)
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JOHN C. MCGHEE
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EXPIRES 06-23-2018

Job No.
17-414

PP04

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of 7

PL18-0082

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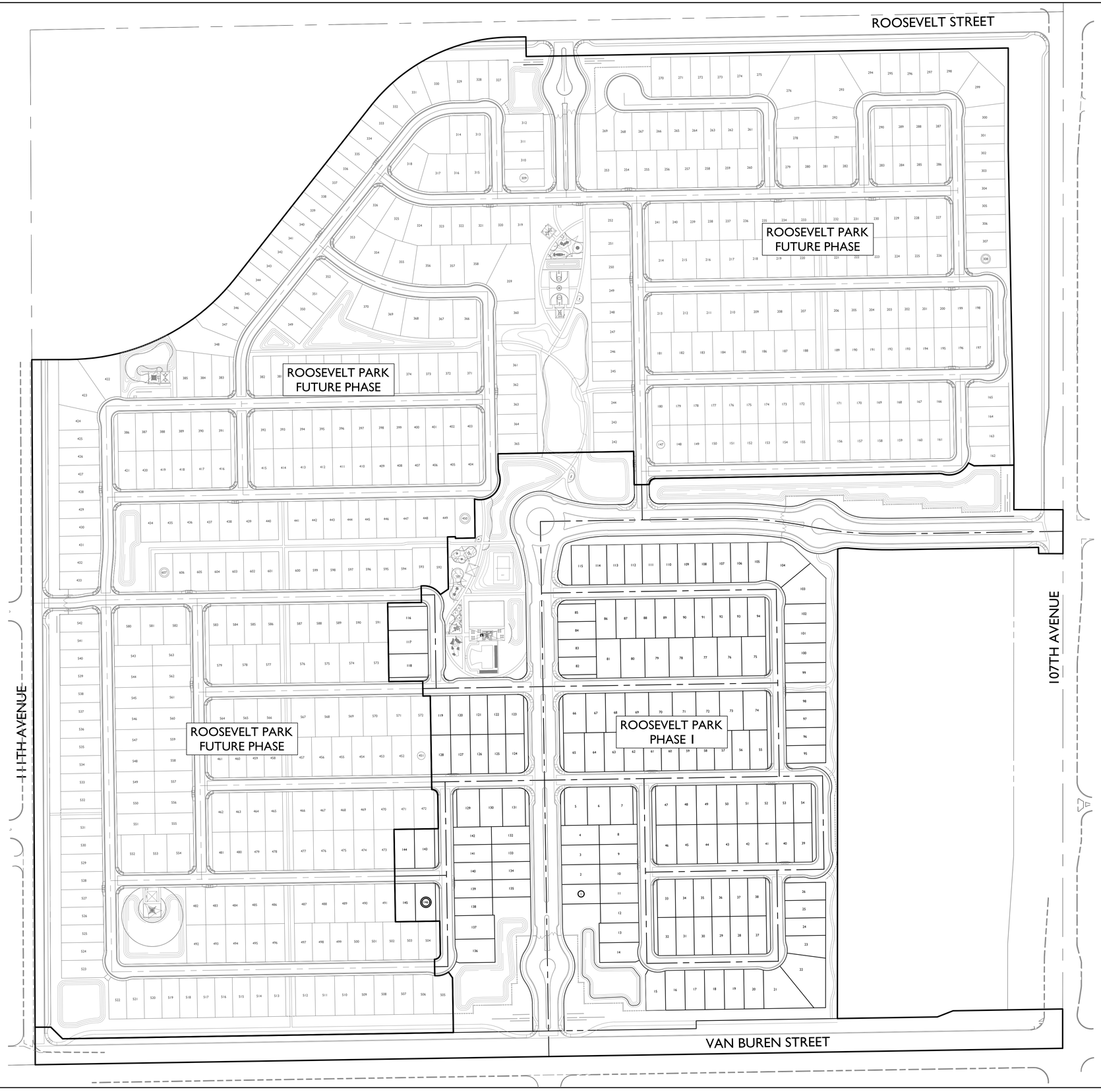

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Project:

ROOSEVELT PARK - PHASE I

Avondale, Arizona

Phase Map

Revisions:

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Job No.
17-414

PP05

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of 7

PL18-0082

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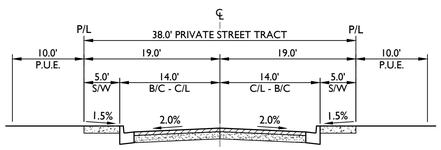
TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION / TRAIL EASEMENT	83442	1.916
B	LANDSCAPE / OPEN SPACE / RETENTION	122649	2.816
C	LANDSCAPE / OPEN SPACE	963	0.022
D	LANDSCAPE / OPEN SPACE	963	0.022
E	LANDSCAPE / OPEN SPACE	860	0.020
F	LANDSCAPE / OPEN SPACE	860	0.020
G	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY	117189	2.690
H	LANDSCAPE / OPEN SPACE	1906	0.044
I	LANDSCAPE / OPEN SPACE	1906	0.044
J	LANDSCAPE / OPEN SPACE	1780	0.041
K	LANDSCAPE / OPEN SPACE	1780	0.041
L	LANDSCAPE / OPEN SPACE	923	0.021
M	LANDSCAPE / OPEN SPACE	860	0.020

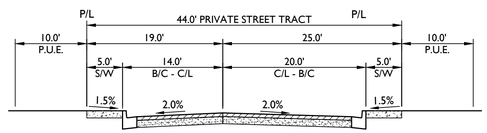
TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
N	LANDSCAPE / OPEN SPACE	860	0.020
O	LANDSCAPE / OPEN SPACE	923	0.021
P	LANDSCAPE / OPEN SPACE	1906	0.044
Q	LANDSCAPE / OPEN SPACE	1906	0.044
R	LANDSCAPE / OPEN SPACE	1846	0.042
S	LANDSCAPE / OPEN SPACE	1846	0.042
T	LANDSCAPE / OPEN SPACE / RETENTION	48723	1.119
U	LANDSCAPE / OPEN SPACE	923	0.021
V	LANDSCAPE / OPEN SPACE	953	0.022
	TOTAL OPEN SPACE	395967	9.092
W	PRIVATE STREET TRACT	425770	10.773
	TOTAL TRACT AREA	821737	19.865

Lot Table		Lot Table		Lot Table		Lot Table		Lot Table		Lot Table		Lot Table		Lot Table	
Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area
1	4850.00	21	8783.32	41	4600.00	61	4500.00	81	6160.37	101	5271.58	121	4500.00	141	4365.00
2	4850.00	22	10581.04	42	5165.23	62	5000.00	82	4341.09	102	5293.89	122	4500.00	142	4365.00
3	4850.00	23	5072.51	43	5165.23	63	5000.00	83	4365.00	103	8388.32	123	4676.09	143	5118.87
4	4850.00	24	4624.00	44	5165.23	64	5000.00	84	4365.00	104	8547.20	124	4676.09	144	5142.86
5	5602.09	25	4657.70	45	5165.23	65	5298.66	85	4341.09	105	4664.94	125	4500.00	145	4988.57
6	5626.00	26	4691.38	46	5163.81	66	5798.66	86	5122.57	106	4545.00	126	4500.00	146	4987.16
7	5624.59	27	4467.00	47	5163.81	67	5000.00	87	5000.00	107	4545.00	127	5000.00	739,326.03 TOTAL SQ. FT.	
8	4850.00	28	4468.41	48	5165.23	68	5000.00	88	5000.00	108	4545.00	128	5000.00		
9	4850.00	29	4468.41	49	5165.23	69	6000.00	89	5000.00	109	4545.00	129	5624.59		
10	4850.00	30	4468.41	50	5165.23	70	6000.00	90	5000.00	110	4545.00	130	5626.00		
11	4850.00	31	4468.41	51	5165.23	71	6000.00	91	4500.00	111	4545.00	131	5602.09		
12	4850.00	32	4467.00	52	4600.00	72	6000.00	92	4500.00	112	4545.00	132	4365.00		
13	5049.99	33	4467.00	53	4600.00	73	6000.00	93	4500.00	113	4545.00	133	4365.00		
14	4919.72	34	4468.41	54	4598.59	74	5998.59	94	4498.59	114	4545.00	134	4365.00		
15	4924.08	35	4468.41	55	4498.59	75	6158.95	95	4510.41	115	4545.00	135	4365.00		
16	5046.77	36	4468.41	56	4500.00	76	6160.37	96	4544.12	116	6058.59	136	5937.06		
17	5050.00	37	4468.41	57	4500.00	77	6160.37	97	4577.81	117	6060.00	137	6060.00		
18	5050.00	38	4467.00	58	4500.00	78	6160.37	98	4611.51	118	6058.59	138	4365.00		
19	5050.00	39	4598.59	59	4500.00	79	6160.37	99	5188.38	119	5000.00	139	4365.00		
20	5032.21	40	4600.00	60	4500.00	80	6160.37	100	5229.98	120	5000.00	140	4365.00		



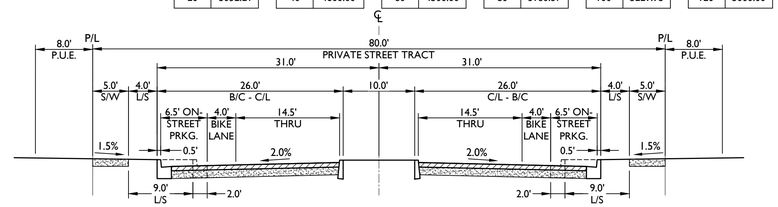
PRIVATE STREET - PARKING ON ONE SIDE

N.T.S



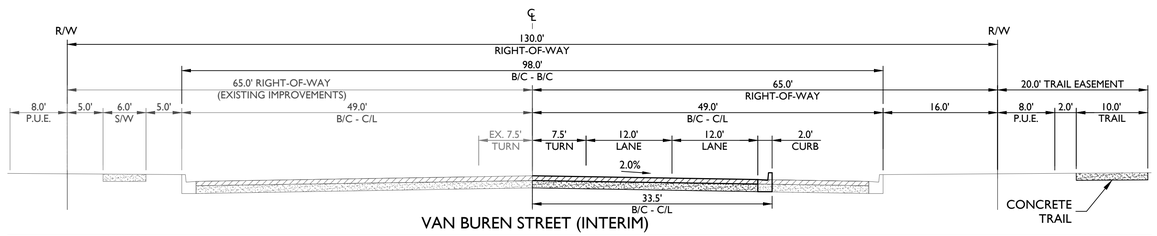
PRIVATE STREET - PARKING ON TWO SIDES

N.T.S



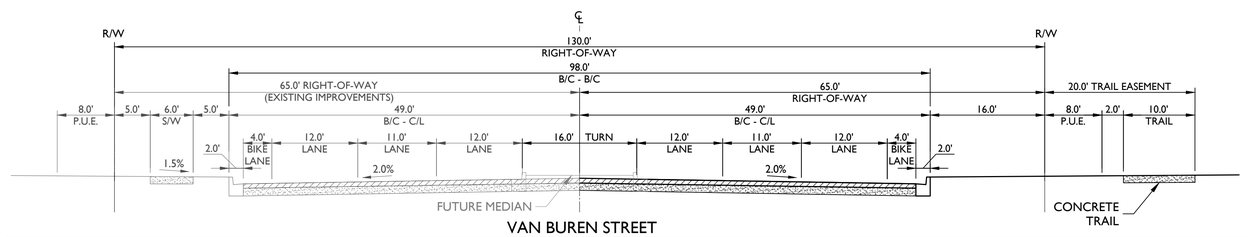
PROPOSED MODIFIED LOCAL (ROOSEVELT PARKWAY AND PIERCE STREET)

N.T.S



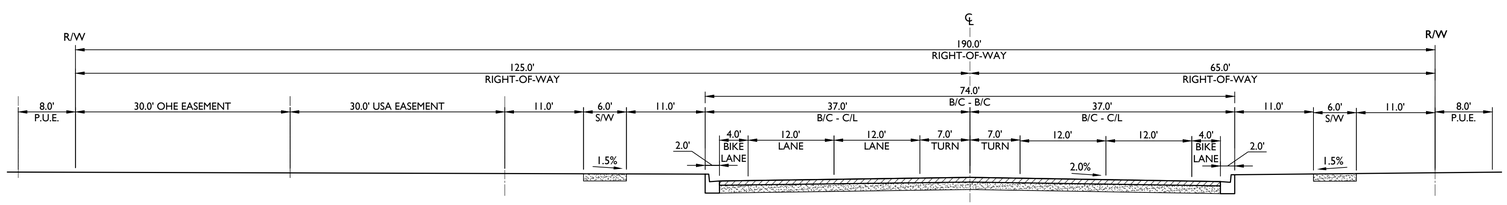
VAN BUREN STREET (INTERIM)

N.T.S - LOOKING WEST



VAN BUREN STREET

N.T.S - LOOKING WEST



107TH AVENUE

N.T.S - LOOKING NORTH

17-414

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Project:

ROOSEVELT PARK - PHASE I

Avondale, Arizona

Street Sections / Data Tables

Revisions:

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EXPIRES 06-23-2018

Job No.
17-414

PP06

Sheet No.
7
of 7

PL18-0082

CITY COUNCIL REPORT

SUBJECT: Resolutions 3524-319 and 3525-319 – Roosevelt Park Phase 1 Maintenance Improvement District (MID) - (Application PL-18-0328)

MEETING DATE: 03/04/2019

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 to approve the Petition for Formation and adopt Resolution 3524-319 declaring its intention to form the City of Avondale Maintenance Improvement District No. 9 for Roosevelt Park Phase 1 providing for the assessment, and Resolution 3525-319 declaring its intention to order the improvements within the newly established Maintenance Improvement District providing for the assessment and declaring an emergency. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code/Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests, or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of $0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Petition and Resolution of Intention are attached for formation of City of Avondale Maintenance Improvement District No. 9 for Roosevelt Park Phase 1. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and

map, listing each parcel of property within the district has been prepared.

DISCUSSION:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for properties located within the District.

The Maintenance Improvement District has been approved through the Development and Engineering Services Department, which recommends City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner's Association fails.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community developmentSTRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:

Staff recommends Council adoption of a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 9 for Roosevelt Park Phase 1 providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and

2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

RESOLUTION 3524-319

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 9 – ROOSEVELT PARK – PHASE I, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the "City") has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 9 – Roosevelt Park – Phase I (the "Assessment District") over the area described on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the "Assessment Diagram") attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The public interest or convenience requires, and it is the intention of the City Council to order the following work (hereinafter the "Work") to be performed: The maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer's estimate for the City of Avondale Maintenance Improvement District No. 9 – Roosevelt Park – Phase I, filed with the City Clerk prior to the adoption of this Resolution (the "Plans and Specifications"), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the

City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 9 – Roosevelt Park – Phase I.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 4, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 3524-319

[Legal Description]

See following pages.

Legal Description
for
ROOSEVELT PARK PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT (MID)

Job No. 17-414 12/24/17

A portion of the Southeast Quarter of Section 2, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a Maricopa County Highway Department brass cap in handhole at the South Quarter corner of said Section 2, from which a capped rebar marked "LS 31020" at the Center Quarter corner of said Section 2 bears North 0 degrees 1[illegible] minutes 45 seconds West, 2[illegible]32.13 feet, also from which a City of Avondale brass cap in handhole at the Southeast corner of said Section 2 bears North 8[illegible] degrees 05 minutes 04 seconds East, 2[illegible]13.[illegible]2 feet;

thence along the West line of the Southeast Quarter of said Section 2, North 0 degrees 1[illegible] minutes 45 seconds West, [illegible]5.45 feet;

thence North 8[illegible] degrees 43 minutes 15 seconds East, 40.00 feet;

thence South 45 degrees 35 minutes 50 seconds East, 14.0[illegible] feet;

thence North, 13[illegible]5 feet;

thence East, 131.[illegible] feet;

thence South, 134.54 feet;

thence along a line [illegible]5.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 2, North 8[illegible] degrees 05 minutes 04 seconds East, 882.05 feet;

thence North 0 degrees 54 minutes 5[illegible] seconds West, 11[illegible]00 feet;

thence North 35 degrees 17 minutes 45 seconds West, 18.07 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 35 degrees 17 minutes 45 seconds West a distance of [illegible]51.00 feet;

thence Southwesterly 3[illegible]2 feet along the arc of said curve to the right through a central angle of 41 degrees 08 minutes 12 seconds;

thence on a non-tangent line North 0 degrees 54 minutes 5[illegible] seconds West, 41.[illegible]5 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 0 degrees 54 minutes 5[illegible] seconds West a distance of 15.00 feet;

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thence Northeasterl□23.5□□eet along the arc o□said cur□e to the le□t through a central angle o□□0 degrees 00 minutes 00 seconds□

thence North 0 degrees 54 minutes 5□seconds □est, 82.00 □eet□

thence South 8□degrees 05 minutes 04 seconds □est, 1□4.2□□eet□

thence North 0 degrees 54 minutes 5□seconds □est, □7.00 □eet□

thence North 0 degrees 34 minutes 30 seconds □est, 38.00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 100.00 □eet□

thence North 8□degrees 05 minutes 04 seconds East, 1□4.0□□eet□

thence North 0 degrees 54 minutes 5□seconds □est, 85.00 □eet to the □eginning o□a cur□e, conca□e Southwest, ha□ing a radius o□15.00 □eet□

thence Northwesterl□23.5□□eet along the arc o□said cur□e to the le□t through a central angle o□□0 degrees 00 minutes 00 seconds□

thence on a non-tangent line North 0 degrees 54 minutes 5□seconds □est, 238.00 □eet□

thence South 8□degrees 05 minutes 04 seconds □est, 18.77 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 38.00 □eet□

thence South 8□degrees 05 minutes 05 seconds □est, 8□00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 200.00 □eet□

thence North 8□degrees 05 minutes 04 seconds East, 8□00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 41.□5 □eet to the □eginning o□a non-tangent cur□e, conca□e Southwest, □om which the radius point □ears South 7 degrees 40 minutes 1□seconds East a distance o□51.00 □eet□

thence Southeasterl□ 5□14 □eet along the arc o□said cur□e to the right through a central angle o□□3 degrees 04 minutes 00 seconds□

thence on a non-tangent line North 55 degrees 23 minutes 40 seconds East, 24.72 □eet□

thence North 0 degrees 54 minutes 53 seconds □est, 132.71 □eet□

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thence North 88 degrees 58 minutes 55 seconds East, 20.00 feet;

thence South 1 degrees 00 minutes 42 seconds East, 4.00 feet;

thence North 88 degrees 59 minutes 18 seconds East, 50.00 feet;

thence North 1 degrees 00 minutes 42 seconds West, 19.27 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 19 degrees 10 minutes 17 seconds East a distance of 51.00 feet;

thence Northeasterly 110.18 feet along the arc of said curve to the left through a central angle of 123 degrees 49 minutes 51 seconds to a point of reverse curvature of a curve having a radius of 45.00 feet;

thence Northwesterly 13.04 feet along the arc of said curve to the right through a central angle of 16 degrees 35 minutes 52 seconds;

thence North 1 degrees 00 minutes 42 seconds West, 37.58 feet;

thence North 88 degrees 59 minutes 18 seconds East, 345.20 feet;

thence South 1 degrees 00 minutes 42 seconds East, 85.00 feet;

thence North 88 degrees 59 minutes 18 seconds East, 38.00 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears North 88 degrees 59 minutes 18 seconds East a distance of 15.00 feet;

thence Northeasterly 23.59 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 88 degrees 59 minutes 18 seconds East, 721.00 feet to the beginning of a curve, concave Southwest, having a radius of 45.00 feet;

thence Southeasterly 12.77 feet along the arc of said curve to the right through a central angle of 16 degrees 15 minutes 37 seconds to a point of reverse curvature of a curve having a radius of 55.00 feet;

thence Northeasterly 75.49 feet along the arc of said curve to the left through a central angle of 78 degrees 39 minutes 51 seconds;

thence on a non-tangent line South 83 degrees 21 minutes 59 seconds East, 1912 feet;

thence North 88 degrees 59 minutes 18 seconds East, 101.39 feet;

thence South 89 degrees 57 minutes 44 seconds East, 125.00 feet;

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thence along the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□seconds □est, 210.1□□eet□

thence North 8□degrees 57 minutes 44 seconds □est, 125.00 □eet□

thence along a line 1275.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, South 8□degrees 05 minutes 04 seconds □est, 308.78 □eet to the □eginning o□a cur□e, conca□e Northerl□, ha□ing a radius o□1040.00 □eet□

thence □esterl□10□41 □eet along the arc o□said cur□e to the right through a central angle o□□degrees 01 minutes 3□seconds to a point o□re□erse cur□ature o□a cur□e ha□ing a radius o□□□50 □eet□

thence □esterl□30.17 □eet along the arc o□said cur□e to the le□ through a central angle o□17 degrees 54 minutes 55 seconds□

thence on a non-tangent line, along a line 573.00 □eet □est o□and parallel with the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□ seconds □est, 11□4.38 □eet□

thence along a line 85.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, North 8□degrees 05 minutes 04 seconds East, 254.12 □eet□

thence North □8 degrees 38 minutes 52 seconds East, 42.□□□eet□

thence along a line 100.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, North 8□degrees 05 minutes 04 seconds East, 278.□5 □eet□

thence along the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□seconds □est, 100.01 □eet□

thence along the South line o□the Southeast □uarter o□said Section □, South 8□ degrees 05 minutes 04 seconds □est, 2□13.□2 □eet to the POINT OF BE□INNIN□.

Contains 1,832,375 s□uare □eet or 42.0□55 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 1/24/19
ARIZONA, U.S.A.
Expires 3/31/21

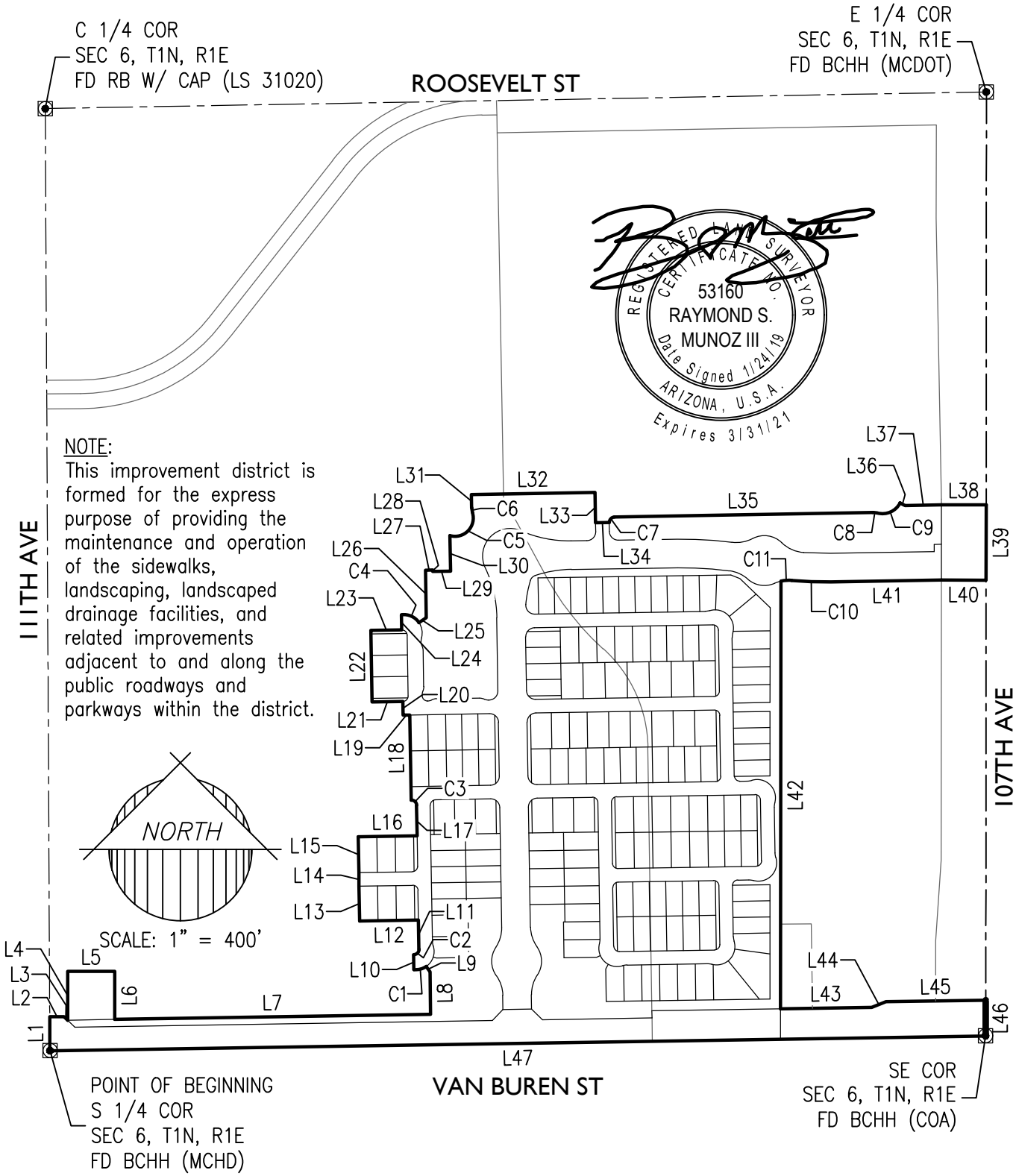
SEE EXHIBIT "A"
SHEET 4 of 12

EXHIBIT B
TO
RESOLUTION 3524-319

[Assessment Diagram]

See following pages.

MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM
FOR
ROOSEVELT PARK PHASE I



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LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°16'45"W	95.45'
L2	N89°43'15"E	40.00'
L3	S45°35'50"E	14.06'
L4	N00°00'00"E	136.65'
L5	N90°00'00"E	131.69'
L6	S00°00'00"E	134.54'
L7	N89°05'04"E	882.05'
L8	N00°54'56"W	119.00'
L9	N35°17'45"W	18.07'
L10	N00°54'56"W	41.65'
L11	N00°54'56"W	82.00'
L12	S89°05'05"W	164.29'
L13	N00°54'56"W	97.00'
L14	N00°34'30"W	38.00'
L15	N00°54'56"W	100.00'
L16	N89°05'04"E	164.06'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N00°54'56"W	85.00'
L18	N00°54'56"W	238.00'
L19	S89°05'04"W	18.77'
L20	N00°54'56"W	38.00'
L21	S89°05'05"W	86.00'
L22	N00°54'56"W	200.00'
L23	N89°05'04"E	86.00'
L24	N00°54'56"W	41.65'
L25	N55°23'40"E	24.72'
L26	N00°54'53"W	132.71'
L27	N88°58'55"E	20.00'
L28	S01°00'42"E	4.00'
L29	N88°59'18"E	50.00'
L30	N01°00'42"W	99.27'
L31	N01°00'42"W	37.58'
L32	N88°59'18"E	345.20'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S01°00'42"E	85.00'
L34	N88°59'18"E	38.00'
L35	N88°59'18"E	721.00'
L36	S63°21'56"E	16.12'
L37	N88°59'18"E	101.39'
L38	S89°57'44"E	125.00'
L39	S00°02'16"W	210.16'
L40	N89°57'44"W	125.00'
L41	S89°05'04"W	308.78'
L42	S00°02'16"W	1194.38'
L43	N89°05'04"E	254.12'
L44	N68°38'52"E	42.96'
L45	N89°05'04"E	278.95'
L46	S00°02'16"W	100.01'
L47	S89°05'04"W	2613.62'

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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	36.62'	51.00'	41°08'12"	19.14'	35.84'	S75°16'21"W
C2	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C3	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C4	56.14'	51.00'	63°04'00"	31.29'	53.35'	S66°08'19"E
C5	110.18'	51.00'	123°46'51"	95.48'	89.97'	N44°16'52"E
C6	13.04'	45.00'	16°35'52"	6.56'	12.99'	N09°18'38"W
C7	23.56'	15.00'	90°00'00"	15.00'	21.21'	N43°59'18"E
C8	12.77'	45.00'	16°15'37"	6.43'	12.73'	S82°52'53"E
C9	75.46'	55.00'	78°36'51"	45.03'	69.68'	N65°56'30"E
C10	109.41'	1040.00'	6°01'39"	54.75'	109.36'	N87°54'06"W
C11	30.17'	96.50'	17°54'55"	15.21'	30.05'	S86°09'16"W

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	4,850	0.1113
2	4,850	0.1113
3	4,850	0.1113
4	4,850	0.1113
5	5,602	0.1286
6	5,626	0.1292
7	5,625	0.1291
8	4,850	0.1113
9	4,850	0.1113
10	4,850	0.1113
11	4,850	0.1113
12	4,850	0.1113
13	5,050	0.1159
14	4,920	0.1129
15	4,924	0.1130

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
16	5,047	0.1159
17	5,050	0.1159
18	5,050	0.1159
19	5,050	0.1159
20	5,032	0.1155
21	8,783	0.2016
22	10,581	0.2429
23	5,073	0.1164
24	4,624	0.1062
25	4,658	0.1069
26	4,691	0.1077
27	4,467	0.1025
28	4,468	0.1026
29	4,468	0.1026
30	4,468	0.1026

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
31	4,468	0.1026
32	4,467	0.1025
33	4,467	0.1025
34	4,468	0.1026
35	4,468	0.1026
36	4,468	0.1026
37	4,468	0.1026
38	4,467	0.1025
39	4,599	0.1056
40	4,600	0.1056
41	4,600	0.1056
42	5,165	0.1186
43	5,165	0.1186
44	5,165	0.1186
45	5,165	0.1186

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
46	5,164	0.1185
47	5,164	0.1185
48	5,165	0.1186
49	5,165	0.1186
50	5,165	0.1186
51	5,165	0.1186
52	4,600	0.1056
53	4,600	0.1056
54	4,599	0.1056
55	4,499	0.1033
56	4,500	0.1033
57	4,500	0.1033
58	4,500	0.1033
59	4,500	0.1033
60	4,500	0.1033

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
61	4,500	0.1033
62	5,000	0.1148
63	5,000	0.1148
64	5,000	0.1148
65	5,299	0.1216
66	5,799	0.1331
67	5,000	0.1148
68	5,000	0.1148
69	6,000	0.1377
70	6,000	0.1377
71	6,000	0.1377
72	6,000	0.1377
73	6,000	0.1377
74	5,999	0.1377
75	6,159	0.1414

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
76	6,160	0.1414
77	6,160	0.1414
78	6,160	0.1414
79	6,160	0.1414
80	6,160	0.1414
81	6,160	0.1414
82	4,341	0.0997
83	4,365	0.1002
84	4,365	0.1002
85	4,341	0.0997
86	5,123	0.1176
87	5,000	0.1148
88	5,000	0.1148
89	5,000	0.1148
90	5,000	0.1148

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
91	4,500	0.1033
92	4,500	0.1033
93	4,500	0.1033
94	4,499	0.1033
95	4,510	0.1035
96	4,544	0.1043
97	4,578	0.1051
98	4,612	0.1059
99	5,188	0.1191
100	5,230	0.1201
101	5,272	0.1210
102	5,294	0.1215
103	8,388	0.1926
104	8,547	0.1962
105	4,665	0.1071

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
106	4,545	0.1043
107	4,545	0.1043
108	4,545	0.1043
109	4,545	0.1043
110	4,545	0.1043
111	4,545	0.1043
112	4,545	0.1043
113	4,545	0.1043
114	4,545	0.1043
115	4,545	0.1043
116	6,059	0.1391
117	6,060	0.1391
118	6,059	0.1391
119	5,000	0.1148
120	5,000	0.1148

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
121	4,500	0.1033
122	4,500	0.1033
123	4,676	0.1073
124	4,676	0.1073
125	4,500	0.1033
126	4,500	0.1033
127	5,000	0.1148
128	5,000	0.1148
129	5,625	0.1291
130	5,626	0.1292
131	5,602	0.1286
132	4,365	0.1002
133	4,365	0.1002
134	4,365	0.1002
135	4,365	0.1002

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
136	5,937	0.1363
137	6,060	0.1391
138	4,365	0.1002
139	4,365	0.1002
140	4,365	0.1002
141	4,365	0.1002
142	4,365	0.1002
143	5,119	0.1175
144	5,143	0.1181
145	5,143	0.1181
146	4,989	0.1145
147	4,989	0.1145
148	4,987	0.1145
180	923	0.0212
181	860	0.0197

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
182	860	0.0197
183	860	0.0197
184	923	0.0212
185	860	0.0197

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TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (AC)
A	83,042	1.9064
B	122,649	2.8156
C	963	0.0221
D	963	0.0221
E	860	0.0197
F	860	0.0197
G	116,739	2.6799
H	1,906	0.0438
I	1,906	0.0438
J	1,780	0.0409
K	1,780	0.0409
L	923	0.0212

TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (AC)
M	860	0.0197
N	860	0.0197
O	923	0.0212
P	1,906	0.0438
Q	1,906	0.0438
R	1,846	0.0424
S	1,846	0.0424
T	83,371	1.9139
U	923	0.0212
V	953	0.0219
W	426,060	9.7810

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EXHIBIT "A" - ROOSEVELT PARK PHASE 1

MAINTENANCE IMPROVEMENT DISTRICT (MID)

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RESOLUTION 3525-319

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 9, ROOSEVELT PARK – PHASE I; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the "City Council") has adopted Resolution 3524-319 declaring its intent to form the City of Avondale Maintenance Improvement District No. 9 – Roosevelt Park – Phase I; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 9 – Roosevelt Park – Phase I (the "District") as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the maintenance of the landscaping within the District on file with the Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE.]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 4, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 3525-319

[Legal Description and Assessment Diagram]

See following pages.

Legal Description
for
ROOSEVELT PARK PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT (MID)

Job No. 17-414 12/24/17

A portion of the Southeast Quarter of Section 2, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a Maricopa County Highway Department brass cap in handhole at the South Quarter corner of said Section 2, from which a capped rebar marked "LS 31020" at the Center Quarter corner of said Section 2 bears North 0 degrees 1[illegible] minutes 45 seconds West, 2[illegible]32.13 feet, also from which a City of Avondale brass cap in handhole at the Southeast corner of said Section 2 bears North 8[illegible] degrees 05 minutes 04 seconds East, 2[illegible]13.[illegible]2 feet;

thence along the West line of the Southeast Quarter of said Section 2, North 0 degrees 1[illegible] minutes 45 seconds West, [illegible]5.45 feet;

thence North 8[illegible] degrees 43 minutes 15 seconds East, 40.00 feet;

thence South 45 degrees 35 minutes 50 seconds East, 14.0[illegible] feet;

thence North, 13[illegible]5 feet;

thence East, 131.[illegible] feet;

thence South, 134.54 feet;

thence along a line [illegible]5.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 2, North 8[illegible] degrees 05 minutes 04 seconds East, 882.05 feet;

thence North 0 degrees 54 minutes 5[illegible] seconds West, 11[illegible]00 feet;

thence North 35 degrees 17 minutes 45 seconds West, 18.07 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 35 degrees 17 minutes 45 seconds West a distance of [illegible]51.00 feet;

thence Southwesterly 3[illegible]2 feet along the arc of said curve to the right through a central angle of 41 degrees 08 minutes 12 seconds;

thence on a non-tangent line North 0 degrees 54 minutes 5[illegible] seconds West, 41.[illegible]5 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 0 degrees 54 minutes 5[illegible] seconds West a distance of 15.00 feet;

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thence Northeasterl□23.5□□eet along the arc o□said cur□e to the le□t through a central angle o□□0 degrees 00 minutes 00 seconds□

thence North 0 degrees 54 minutes 5□seconds □est, 82.00 □eet□

thence South 8□degrees 05 minutes 04 seconds □est, 1□4.2□□eet□

thence North 0 degrees 54 minutes 5□seconds □est, □7.00 □eet□

thence North 0 degrees 34 minutes 30 seconds □est, 38.00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 100.00 □eet□

thence North 8□degrees 05 minutes 04 seconds East, 1□4.0□□eet□

thence North 0 degrees 54 minutes 5□seconds □est, 85.00 □eet to the □eginning o□a cur□e, conca□e Southwest, ha□ing a radius o□15.00 □eet□

thence Northwesterl□23.5□□eet along the arc o□said cur□e to the le□t through a central angle o□□0 degrees 00 minutes 00 seconds□

thence on a non-tangent line North 0 degrees 54 minutes 5□seconds □est, 238.00 □eet□

thence South 8□degrees 05 minutes 04 seconds □est, 18.77 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 38.00 □eet□

thence South 8□degrees 05 minutes 05 seconds □est, 8□00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 200.00 □eet□

thence North 8□degrees 05 minutes 04 seconds East, 8□00 □eet□

thence North 0 degrees 54 minutes 5□seconds □est, 41.□5 □eet to the □eginning o□a non-tangent cur□e, conca□e Southwest, □om which the radius point □ears South 7 degrees 40 minutes 1□seconds East a distance o□51.00 □eet□

thence Southeasterl□ 5□14 □eet along the arc o□said cur□e to the right through a central angle o□□3 degrees 04 minutes 00 seconds□

thence on a non-tangent line North 55 degrees 23 minutes 40 seconds East, 24.72 □eet□

thence North 0 degrees 54 minutes 53 seconds □est, 132.71 □eet□

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thence North 88 degrees 58 minutes 55 seconds East, 20.00 feet;

thence South 1 degrees 00 minutes 42 seconds East, 4.00 feet;

thence North 88 degrees 59 minutes 18 seconds East, 50.00 feet;

thence North 1 degrees 00 minutes 42 seconds West, 19.27 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 19 degrees 10 minutes 17 seconds East a distance of 51.00 feet;

thence Northeasterly 110.18 feet along the arc of said curve to the left through a central angle of 123 degrees 49 minutes 51 seconds to a point of reverse curvature of a curve having a radius of 45.00 feet;

thence Northwesterly 13.04 feet along the arc of said curve to the right through a central angle of 16 degrees 35 minutes 52 seconds;

thence North 1 degrees 00 minutes 42 seconds West, 37.58 feet;

thence North 88 degrees 59 minutes 18 seconds East, 345.20 feet;

thence South 1 degrees 00 minutes 42 seconds East, 85.00 feet;

thence North 88 degrees 59 minutes 18 seconds East, 38.00 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears North 88 degrees 59 minutes 18 seconds East a distance of 15.00 feet;

thence Northeasterly 23.59 feet along the arc of said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 88 degrees 59 minutes 18 seconds East, 721.00 feet to the beginning of a curve, concave Southwest, having a radius of 45.00 feet;

thence Southeasterly 12.77 feet along the arc of said curve to the right through a central angle of 16 degrees 15 minutes 37 seconds to a point of reverse curvature of a curve having a radius of 55.00 feet;

thence Northeasterly 75.49 feet along the arc of said curve to the left through a central angle of 78 degrees 39 minutes 51 seconds;

thence on a non-tangent line South 83 degrees 21 minutes 59 seconds East, 1912 feet;

thence North 88 degrees 59 minutes 18 seconds East, 101.39 feet;

thence South 89 degrees 57 minutes 44 seconds East, 125.00 feet;

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thence along the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□seconds □est, 210.1□□eet□

thence North 8□degrees 57 minutes 44 seconds □est, 125.00 □eet□

thence along a line 1275.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, South 8□degrees 05 minutes 04 seconds □est, 308.78 □eet to the □eginning o□a cur□e, conca□e Northerl□, ha□ing a radius o□1040.00 □eet□

thence □esterl□10□41 □eet along the arc o□said cur□e to the right through a central angle o□□degrees 01 minutes 3□seconds to a point o□re□erse cur□ature o□a cur□e ha□ing a radius o□□□50 □eet□

thence □esterl□30.17 □eet along the arc o□said cur□e to the le□ through a central angle o□17 degrees 54 minutes 55 seconds□

thence on a non-tangent line, along a line 573.00 □eet □est o□and parallel with the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□ seconds □est, 11□4.38 □eet□

thence along a line 85.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, North 8□degrees 05 minutes 04 seconds East, 254.12 □eet□

thence North □8 degrees 38 minutes 52 seconds East, 42.□□□eet□

thence along a line 100.00 □eet North o□and parallel with the South line o□the Southeast □uarter o□said Section □, North 8□degrees 05 minutes 04 seconds East, 278.□5 □eet□

thence along the East line o□the Southeast □uarter o□said Section □, South 0 degrees 02 minutes 1□seconds □est, 100.01 □eet□

thence along the South line o□the Southeast □uarter o□said Section □, South 8□ degrees 05 minutes 04 seconds □est, 2□13.□2 □eet to the POINT OF BE□INNIN□.

Contains 1,832,375 s□uare □eet or 42.0□55 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 1/24/19
ARIZONA, U.S.A.
Expires 3/31/21

SEE EXHIBIT "A"
SHEET 4 of 12

MAINTENANCE IMPROVEMENT DISTRICT ASSESSMENT DIAGRAM
FOR
ROOSEVELT PARK PHASE I

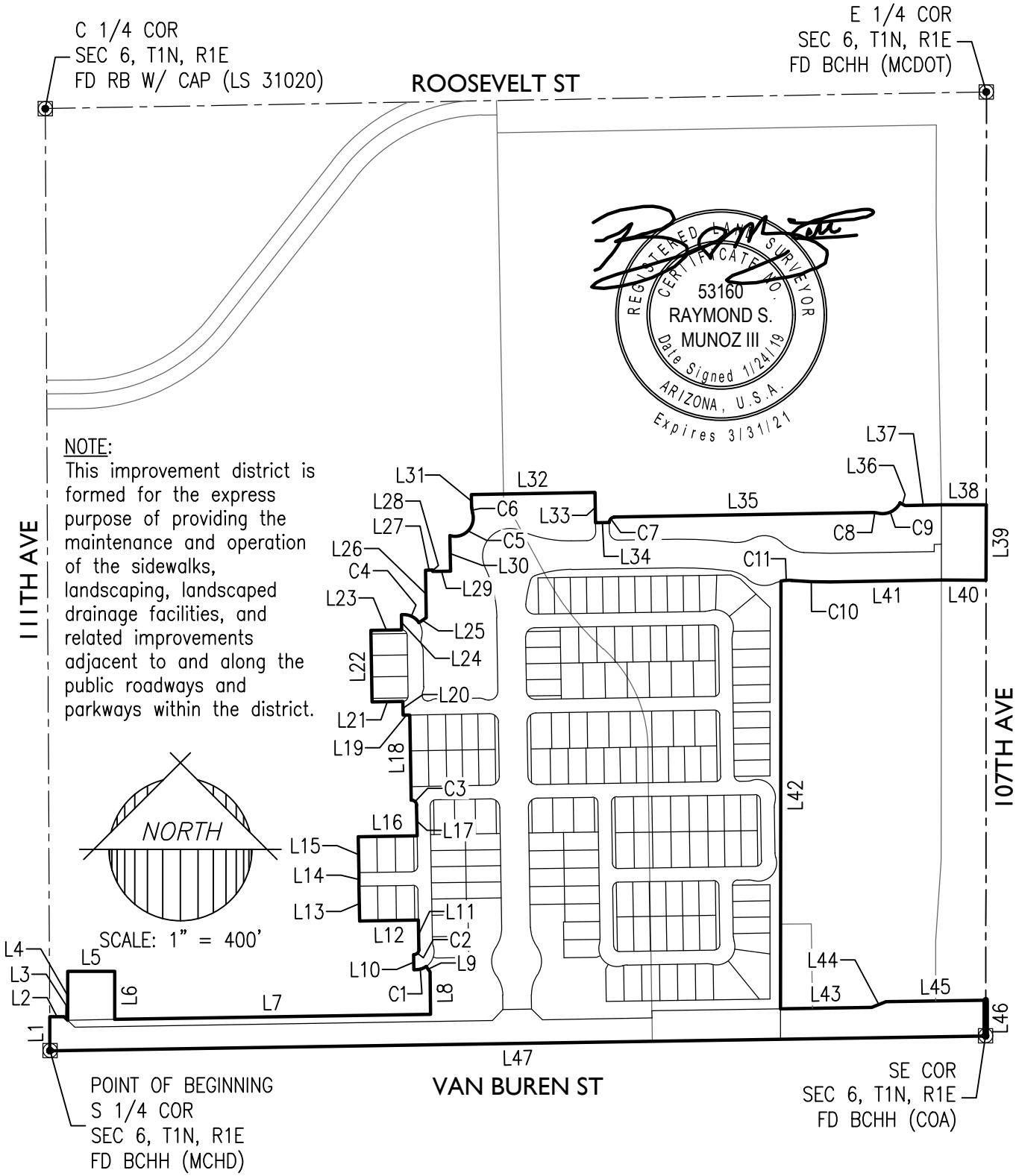

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EXHIBIT "A" - ROOSEVELT PARK PHASE 1

MAINTENANCE IMPROVEMENT DISTRICT (MID)

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°16'45"W	95.45'
L2	N89°43'15"E	40.00'
L3	S45°35'50"E	14.06'
L4	N00°00'00"E	136.65'
L5	N90°00'00"E	131.69'
L6	S00°00'00"E	134.54'
L7	N89°05'04"E	882.05'
L8	N00°54'56"W	119.00'
L9	N35°17'45"W	18.07'
L10	N00°54'56"W	41.65'
L11	N00°54'56"W	82.00'
L12	S89°05'05"W	164.29'
L13	N00°54'56"W	97.00'
L14	N00°34'30"W	38.00'
L15	N00°54'56"W	100.00'
L16	N89°05'04"E	164.06'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N00°54'56"W	85.00'
L18	N00°54'56"W	238.00'
L19	S89°05'04"W	18.77'
L20	N00°54'56"W	38.00'
L21	S89°05'05"W	86.00'
L22	N00°54'56"W	200.00'
L23	N89°05'04"E	86.00'
L24	N00°54'56"W	41.65'
L25	N55°23'40"E	24.72'
L26	N00°54'53"W	132.71'
L27	N88°58'55"E	20.00'
L28	S01°00'42"E	4.00'
L29	N88°59'18"E	50.00'
L30	N01°00'42"W	99.27'
L31	N01°00'42"W	37.58'
L32	N88°59'18"E	345.20'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S01°00'42"E	85.00'
L34	N88°59'18"E	38.00'
L35	N88°59'18"E	721.00'
L36	S63°21'56"E	16.12'
L37	N88°59'18"E	101.39'
L38	S89°57'44"E	125.00'
L39	S00°02'16"W	210.16'
L40	N89°57'44"W	125.00'
L41	S89°05'04"W	308.78'
L42	S00°02'16"W	1194.38'
L43	N89°05'04"E	254.12'
L44	N68°38'52"E	42.96'
L45	N89°05'04"E	278.95'
L46	S00°02'16"W	100.01'
L47	S89°05'04"W	2613.62'

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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	36.62'	51.00'	41°08'12"	19.14'	35.84'	S75°16'21"W
C2	23.56'	15.00'	90°00'00"	15.00'	21.21'	N44°05'04"E
C3	23.56'	15.00'	90°00'00"	15.00'	21.21'	N45°54'56"W
C4	56.14'	51.00'	63°04'00"	31.29'	53.35'	S66°08'19"E
C5	110.18'	51.00'	123°46'51"	95.48'	89.97'	N44°16'52"E
C6	13.04'	45.00'	16°35'52"	6.56'	12.99'	N09°18'38"W
C7	23.56'	15.00'	90°00'00"	15.00'	21.21'	N43°59'18"E
C8	12.77'	45.00'	16°15'37"	6.43'	12.73'	S82°52'53"E
C9	75.46'	55.00'	78°36'51"	45.03'	69.68'	N65°56'30"E
C10	109.41'	1040.00'	6°01'39"	54.75'	109.36'	N87°54'06"W
C11	30.17'	96.50'	17°54'55"	15.21'	30.05'	S86°09'16"W

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	4,850	0.1113
2	4,850	0.1113
3	4,850	0.1113
4	4,850	0.1113
5	5,602	0.1286
6	5,626	0.1292
7	5,625	0.1291
8	4,850	0.1113
9	4,850	0.1113
10	4,850	0.1113
11	4,850	0.1113
12	4,850	0.1113
13	5,050	0.1159
14	4,920	0.1129
15	4,924	0.1130

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
16	5,047	0.1159
17	5,050	0.1159
18	5,050	0.1159
19	5,050	0.1159
20	5,032	0.1155
21	8,783	0.2016
22	10,581	0.2429
23	5,073	0.1164
24	4,624	0.1062
25	4,658	0.1069
26	4,691	0.1077
27	4,467	0.1025
28	4,468	0.1026
29	4,468	0.1026
30	4,468	0.1026

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
31	4,468	0.1026
32	4,467	0.1025
33	4,467	0.1025
34	4,468	0.1026
35	4,468	0.1026
36	4,468	0.1026
37	4,468	0.1026
38	4,467	0.1025
39	4,599	0.1056
40	4,600	0.1056
41	4,600	0.1056
42	5,165	0.1186
43	5,165	0.1186
44	5,165	0.1186
45	5,165	0.1186

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
46	5,164	0.1185
47	5,164	0.1185
48	5,165	0.1186
49	5,165	0.1186
50	5,165	0.1186
51	5,165	0.1186
52	4,600	0.1056
53	4,600	0.1056
54	4,599	0.1056
55	4,499	0.1033
56	4,500	0.1033
57	4,500	0.1033
58	4,500	0.1033
59	4,500	0.1033
60	4,500	0.1033

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
61	4,500	0.1033
62	5,000	0.1148
63	5,000	0.1148
64	5,000	0.1148
65	5,299	0.1216
66	5,799	0.1331
67	5,000	0.1148
68	5,000	0.1148
69	6,000	0.1377
70	6,000	0.1377
71	6,000	0.1377
72	6,000	0.1377
73	6,000	0.1377
74	5,999	0.1377
75	6,159	0.1414

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
76	6,160	0.1414
77	6,160	0.1414
78	6,160	0.1414
79	6,160	0.1414
80	6,160	0.1414
81	6,160	0.1414
82	4,341	0.0997
83	4,365	0.1002
84	4,365	0.1002
85	4,341	0.0997
86	5,123	0.1176
87	5,000	0.1148
88	5,000	0.1148
89	5,000	0.1148
90	5,000	0.1148

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
91	4,500	0.1033
92	4,500	0.1033
93	4,500	0.1033
94	4,499	0.1033
95	4,510	0.1035
96	4,544	0.1043
97	4,578	0.1051
98	4,612	0.1059
99	5,188	0.1191
100	5,230	0.1201
101	5,272	0.1210
102	5,294	0.1215
103	8,388	0.1926
104	8,547	0.1962
105	4,665	0.1071

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
106	4,545	0.1043
107	4,545	0.1043
108	4,545	0.1043
109	4,545	0.1043
110	4,545	0.1043
111	4,545	0.1043
112	4,545	0.1043
113	4,545	0.1043
114	4,545	0.1043
115	4,545	0.1043
116	6,059	0.1391
117	6,060	0.1391
118	6,059	0.1391
119	5,000	0.1148
120	5,000	0.1148

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
121	4,500	0.1033
122	4,500	0.1033
123	4,676	0.1073
124	4,676	0.1073
125	4,500	0.1033
126	4,500	0.1033
127	5,000	0.1148
128	5,000	0.1148
129	5,625	0.1291
130	5,626	0.1292
131	5,602	0.1286
132	4,365	0.1002
133	4,365	0.1002
134	4,365	0.1002
135	4,365	0.1002

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
136	5,937	0.1363
137	6,060	0.1391
138	4,365	0.1002
139	4,365	0.1002
140	4,365	0.1002
141	4,365	0.1002
142	4,365	0.1002
143	5,119	0.1175
144	5,143	0.1181
145	5,143	0.1181
146	4,989	0.1145
147	4,989	0.1145
148	4,987	0.1145
180	923	0.0212
181	860	0.0197

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
182	860	0.0197
183	860	0.0197
184	923	0.0212
185	860	0.0197

17-414

EXHIBIT "A" - ROOSEVELT PARK PHASE 1

MAINTENANCE IMPROVEMENT DISTRICT (MID)

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Jan 24, 2019 9:42am Q:\Projects\2017\17-414\Legal Survey\Dwgs\17-414 LD - Phase 1 MID.dwg

TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (AC)
A	83,042	1.9064
B	122,649	2.8156
C	963	0.0221
D	963	0.0221
E	860	0.0197
F	860	0.0197
G	116,739	2.6799
H	1,906	0.0438
I	1,906	0.0438
J	1,780	0.0409
K	1,780	0.0409
L	923	0.0212

TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (AC)
M	860	0.0197
N	860	0.0197
O	923	0.0212
P	1,906	0.0438
Q	1,906	0.0438
R	1,846	0.0424
S	1,846	0.0424
T	83,371	1.9139
U	923	0.0212
V	953	0.0219
W	426,060	9.7810

17-414

EXHIBIT "A" - ROOSEVELT PARK PHASE 1

MAINTENANCE IMPROVEMENT DISTRICT (MID)

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Jan 24, 2019 9:43am Q:\Projects\2017\17-414\Legal Survey\Dwgs\17-414 LD - Phase 1 MID.dwg

CITY COUNCIL REPORT

SUBJECT: Ordinance 1686-319 - Adopting Amendments to Chapter 4 of the City Code, Buildings and Building Regulations

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

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

PURPOSE:

City Council will consider a request to adopt Ordinance 1686-319 amending Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2018 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Existing Building Code, the 2017 Edition of the National Electrical Code, and the Avondale Amendments to these codes and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

On February 4, 2019, staff provided City Council with a summary of significant code revisions to Chapter 4, Buildings and Building Regulations. The Codes were developed by the International Code Council and the combined efforts of various affected parties including the Arizona Building Officials, the National Association of Homebuilders, the Federal Emergency Management Agency (FEMA) and the American Institute of Architects. The most recent version available for adoption is the 2018 series. The National Electrical Code was developed by the National Fire Protection Association (NFPA) and the 2017 is the most recent version. For the purposes of uniformity, a group of Building Officials and Fire Officials gathered to formulate a set of uniform code amendments and held regular meetings throughout 2018 in various locations; including here at Avondale City Hall. The group's intention was to formulate a comprehensive set of amendments all jurisdictions could agree on. As each jurisdiction has individual adoption and departmental needs, as many of the proposed amendments as practicable have been incorporated into the Avondale Amendment document.

DISCUSSION:

The City periodically updates its building codes to stay current with industry standards and be consistent with the building regulations of neighboring jurisdictions. The City Code currently enforces the 2012 International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, the 2011 National Electrical Code and Local Amendments. These codes were adopted in June of 2013. The proposed ordinance will amend Chapter 4, Article II Section 4-16 and 4-17, Article III Sections 4-31 and 4-33, Article V Sections 4-61 and 4-62, Article VI Sections 4-76 and 4-77, and Article XI Section 4-151 of the City Code. The effective date of the ordinance will be July 1, 2019. This will provide the construction

industry time to adjust their building plans as needed prior to the effective date. Many other Cities in the valley are in the process of adopting or have adopted the 2018 International Code Council family of codes. The Home Builders Association of Central Arizona, Arizona Multi-Housing Association, Cities Legal team, City Departments, Salt River Project, Arizona Public Service and Valley Partnership have been involved in the development of our Amendment package. The proposed adoption and amendments do not address the Fire Code. The Fire Department will update the Fire Code separately. The major changes to the Building Code as well as the Residential code are summarized in the following table.

IBC Section 403	High Rise Buildings	This code change is a direct result of the lessons learned from 9/11, and high-rise fires in England, France, and Dubai. It requires additional egress stair well, backup power for fire protection systems and egress elevators to speed evacuation.
IBC Section 423	Storm Shelters	A completely new code section addressing storm shelters and buildings designated as storm shelters during severe weather events. Requires significant increases in wind resistance requirements in Tornado and Hurricane prone regions. With the increased frequency of severe weather events across the country, the need for storm shelters to be constructed to a higher standard has become clear.
IBC Section 428	Higher Education Laboratories	A new code section addressing the storage and handling of chemicals and hazardous materials in college and university laboratories. This is a direct response to multiple lab fire and chemical releases such as the lab fire fatality on the campus of UCLA in 2008, and a Chemistry Lab explosion on the campus of Texas Tech University which severely injured a graduate student in 2011. The section sets limits for the quantities of materials that can be used and stored in these buildings.
IBC Section 1004	Occupant Load	Changed long standing occupant load calculation factors for mercantile and office uses. Under previous codes occupant loads were calculated based on net floor area. The calculations will now be based on gross floor area which will reduce occupant loads in office uses and increase them slightly in mercantile uses.
IBC Section 1010	Doors, Gates, Turnstiles	This section has been modified to allow schools to lock doors to resist entrance of intruders into classrooms and offices. This code modification is a result of the many active shooter incidents that have plagued our country recently. The locked doors are still required to be openable from the interior without a key or any special knowledge such as panic hardware.
IRC Section R324	Solar Energy Systems	Additional requirements for roof mounted Photo Voltaic power generating systems have been added to this section to align with the fire code and electrical code such as free roof area for fire operations, equipment listing requirements, wind and roof loads.
IRC Section R327	Stationary Storage Battery Systems	This is a complete new section that was lobbied for by the Building Officials across the country. As technology has advanced in energy storage, the codes have had to catch up to ensure safe installations and connections to

		the home electrical system. Prior to this section officials and inspectors were left to try and establish if the installed system was safe and would not cause a fire hazard.
IRC Section R507	Exterior Decks	There have been many exterior deck and balcony failures of the past 5 years nationwide that have been highly publicized such as the collapse that killed six students at California Berkley in 2015 and in July 2018 a collapse sent 12 people to the hospital in Pennsylvania. This section has been completely rewritten to increase the materials, structural design, and connection requirements for decks and balconies to increase the overall safety and resiliency.
IRC Section N1104	Electrical Power and Lighting Systems	Requires that 90 percent of all light outlets in the home be of the high efficacy type. This nearly doubles the current requirement which is at 50 %. This will have the effect of reducing energy consumption and energy demand in new homes. One may ask why not all lighting outlets; the 90% rule will still allow decorative lighting such as gas lamps to remain or be installed.
IRC Section E3703	Required Branch Circuits	An update to reflect that many homeowners no longer use the garage solely for the parking of vehicles but have storage, work shop, and additional appliances located in their garages. This section now requires a minimum of one duplex receptacle per garage bay and all garage outlets are now required to be on a separate circuit.

BUDGET IMPACT:

When adopted, the new codes will include changes to the valuation table which will result in a slight increase in the value of construction which is used to calculate building permit and plan review fees.

RECOMMENDATION:

City Council will consider adopting an ordinance amending chapter 4 of the city code with the following codes “2018 International Building Code,” the “2018 International Residential Code,” the “2018 International Mechanical Code,” the “2018 International Plumbing Code,” the “2017 National Electrical Code,” the “2018 International Fuel Gas Code,” the “2018 International Energy Conservation Code”, the “2018 International Existing Building Code”, and “The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, the 2018 International Existing Building Code, and the 2018 International Energy Conservation Code” an ordinance adopting the same by reference, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations Relating to Building Codes; establishing an effective date and providing penalties for violations and a resolution approving a permit and plan review rate schedule and setting an effective date.

November 27, 2018

Mayor Weise
Avondale City Hall
11465 Civic Center Dr
Avondale, AZ 85323

Re: 2018 International Building Code Adoption

Dear Mayor Weise and members of the City Council,

On behalf of the Arizona Multihousing Association ("AMA") and the over 2,000 members we represent, we would like to express our support for the proposed 2018 Building Code Adoption with the inclusion of our industry's proposed amendments.

Throughout the Code Amendment process Avondale's staff has been highly responsive and easy to work with. We greatly appreciate the city's effort to include the AMA on such an important issue and we look forward to working with them again in the future.

Sincerely,

Jack Horton
On Behalf of:
Arizona Multihousing Association

HBACA

Home Builders Association of Central Arizona

December 17, 2018

SENT VIA EMAIL

Brett Harris, CBO
Chief Building Official
City of Avondale
11465 W Civic Center Dr
Avondale AZ 85323

Re: 2018 Building Code Update

Dear Mr. Harris:

Thank you very much for the opportunity to comment on the 2018 building code and the City's proposed amendments. The Home Builders Association of Central Arizona ("HBACA") is very appreciative of the City's effort to include the HBACA in the code adoption process.

Whenever the HBACA reviews a potential code update, our primary concern is always the potential for unnecessary increases in the cost of construction. Fortunately, over the course of the past several code cycles some of the changes have reduced construction costs. In those areas where there may potentially be increased costs, we believe that the City's proposed amendments will mitigate those concerns. Moreover, the amendments are consistent with other jurisdictions across the Valley. Therefore, the HBACA supports the amendments as proposed in the adoption package.

On behalf of the home builders in Avondale, thank you again for the opportunity to meet and discuss the code adoption package. Please feel free to contact me directly with any questions or concerns.

Very truly yours,

[redacted]

Jackson Moll
Vice President of Municipal Affairs
Home Builders Association of Central Arizona

January 16, 2019

Brett Harris,CBO
Chief Building Official
City of Avondale / Development Services
11465 West Civic Center Drive, Avondale, AZ 85323

RE: Adoption of most current life safety codes

Brett:

SRP supports your adoption of the 2018 International Code Family, and the 2017 National Electric Code. The 2018 International Energy Conservation Code, along with the International Residential Code, provides guidance to builders and home owners on methods that result in safe, resilient and energy efficient dwellings. The 2018 International Fire Code provides up to date information on the best methods and materials, as well as needed guidance on the use of energy storage systems and batteries. These codes, along with the 2017 National Electric Code will help keep your residents safe.

Upon review of our records, we estimate the 2012 IECC has saved Avondale residents in newly constructed buildings (in SRP territory) more than $1 million in energy costs since it was adopted. We imagine much of that savings has been injected into other areas of your local economy, as residents have more to spend at the local movie theatres and restaurants, and businesses have more to hire additional staff or expand. The savings may have meant the difference in a home buyer finally being able to afford their dream home. We believe the 2018 IECC will deliver even greater savings and economic impacts over time.

Importantly, the Home Builders Association of Central Arizona has recognized the many benefits of the 2018 codes - greater flexibility, reduced construction costs, and simplified compliance paths. In addition, they recognized the work we have done with the West Valley Fire and Building Code Officials to coordinate amendments to the new codes, and better align code enforcement practices across the Valley. A consistent and predictable experience for the Home Builders is expected to lead to better quality homes for Avondale residents and pave the way for economic development.

Thank you for the opportunity to participate in your amendment process. SRP will continue to support your staff as you move forward with the 2018 Codes. Please don't hesitate to contact me for additional support or training for your staff on the 2018 International Energy Conservation Code and the other codes that support the construction of resilient buildings.

Sincerely,

[redacted]

Sharon A. Bonesteel, AiA, CBO
Building Codes Program Manager
SRP | Product Development | PAB32W
P.O. Box 52025, Phoenix, AZ 85072-2025
M: (602) 814-7357

MOHAWK
manufactured with windpower
Printed on Mohawk Options, 100% PC White which contains 100% postconsumer fiber and is manufactured with windpower.
09-0669-01

ORDINANCE NO. 1686-319

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THE "2018 INTERNATIONAL BUILDING CODE," THE "2018 INTERNATIONAL RESIDENTIAL CODE," THE "2018 INTERNATIONAL EXISTING BUILDING CODE," THE "2018 INTERNATIONAL MECHANICAL CODE," THE "2018 INTERNATIONAL PLUMBING CODE," THE "2017 NATIONAL ELECTRICAL CODE," THE "2018 INTERNATIONAL FUEL GAS CODE," THE "2018 INTERNATIONAL ENERGY CONSERVATION CODE" AND "THE AVONDALE AMENDMENTS TO THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2018 INTERNATIONAL EXISTING BUILDING CODE, THE 2018 INTERNATIONAL MECHANICAL CODE, THE 2018 INTERNATIONAL PLUMBING CODE, THE 2017 NATIONAL ELECTRICAL CODE, THE 2018 INTERNATIONAL FUEL GAS CODE AND THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE;" AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS, RELATING TO BUILDING CODES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, many neighboring communities have adopted, or are in the process of adopting, the most-current editions of national and international building codes; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to bring uniformity to the building community and to prohibit unsafe construction procedures and materials; and

WHEREAS, Chapter 4 of the Avondale City Code specifies the building construction codes that are to be followed within the City of Avondale (the "City"); and

WHEREAS, the City Council desires to amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously-adopted 2012 International Building Code, 2012 International Residential Code, 2012 International Mechanical Code, 2012 International Plumbing Code, 2011 National Electrical Code, 2012 International Fuel Gas Code, 2012 International Energy Conservation Code and the Avondale Amendments to the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2012 International Fuel Gas Code, the 2012 International Energy Conservation Code and the 2011 National Electrical Code and to adopt the most-current editions of such codes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Those certain documents known as the "2018 International Building Code," the "2018 International Residential Code," the "2018 International Existing Building Code," the "2018 International Mechanical Code," the "2018 International Plumbing Code," the "2017 National Electrical Code," the "2018 International Fuel Gas Code," the "2018 International Energy Conservation Code" (collectively, the "Building Codes") and "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" (the "Avondale Amendments") (the Avondale Amendments and the Building Codes are collectively referred to herein as the "Technical Codes") three paper copies and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 of which are on file in the office of the City Clerk as required by ARIZ. REV. STAT. § 9-802 and Article VII, Section 13 of the Avondale City Charter, and are available for public use and inspection during normal business hours, which Technical Codes are hereby declared to be public records, which public records are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance and which are hereby ordered to remain on file with the City Clerk.

SECTION 3. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article II (Building Code), Section 4-16 (Adopted), is hereby amended to reflect the adoption of the 2018 International Building Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Building Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, the 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Building Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said Building Code as herewith adopted by the City Council of the City of Avondale.

SECTION 4. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), is hereby amended to add a new Article VIII (Existing Building Code) to reflect the adoption of

the 2018 International Existing Building Code and the Avondale Amendments, to read as follows:

4-101- Adopted.

That certain document designated and marked as the 2018 International Existing Building Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled "The Avondale Amendments to the 2018 International Building Code, the 2018 International Residential Code, 2018 International Existing Building Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2017 National Electrical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code" applicable to the 2018 International Existing Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Existing Building Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the remodeling, alteration, repair and conversion of existing buildings within the corporate limits of the City of Avondale, and is hereby declared to be unlawful to alter, repair, change, move, remove, maintain or use any house, building or structure within the corporate limits of City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Existing Building Code as herewith adopted by the Council of the City of Avondale.

4-17 - Fees.

The fees for building permits and plan review related to existing buildings shall be established by the City Council as part of the annual budget process or as otherwise adopted by City Council resolution.

SECTION 5. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article III (Electricity), Section 4-31 (Electrical code adopted), is hereby amended to reflect the adoption of the 2017 National Electrical Code and the Avondale Amendments, as follows:

That certain document designated and marked as the and the ~~2011~~ 2017 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2011~~ 2017 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion, maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert,

maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale.

SECTION 6. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article IV (Fuel Gas Code), Section 4-46 (Adopted), is hereby amended to reflect the adoption of 2018 International Fuel Gas Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Fuel Gas Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale, and is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Fuel Gas Code as herewith adopted by the Council of the City of Avondale.

SECTION 7. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article V (Mechanical Systems), Section 4-61 (Mechanical code adopted), is hereby amended to reflect the adoption of the 2018 International Mechanical Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Mechanical Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Mechanical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Mechanical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declared to be unlawful to erect, install, alter, repair, add or replace, use or maintain heating, ventilating, comfort-cooling, incinerator or refrigeration equipment or other heat-

producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Mechanical Code as herewith adopted by the Council of the City of Avondale.

SECTION 8. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article VI (Plumbing), Section 4-76 (Plumbing code adopted), is hereby amended to reflect the adoption of the 2018 International Plumbing Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Plumbing Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of the said Plumbing Code as herewith adopted by the Council of the City of Avondale.

SECTION 9. The Avondale City Code, Chapter 4 (Building and Building Regulations), Article VII (Energy Conservation Code), Section 4-91 (Adopted), is hereby amended to reflect the adoption of the 2018 International Energy Conservation Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Energy Conservation Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any energy conservation system within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale.

SECTION 10. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article XI (Residential Code), Section 4-151 (Adopted), is hereby amended to reflect the adoption of the 2018 International Residential Code and the Avondale Amendments, as follows:

That certain document designated and marked as the ~~2012~~ 2018 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the ~~2012~~ 2018 International Building Code, the ~~2012~~ 2018 International Residential Code, 2018 INTERNATIONAL EXISTING BUILDING CODE, the ~~2012~~ 2018 International Mechanical Code, the ~~2012~~ 2018 International Plumbing Code, the ~~2011~~ 2017 National Electrical Code, the ~~2012~~ 2018 International Fuel Gas Code, and the ~~2012~~ 2018 International Energy Conservation Code" applicable to the ~~2012~~ 2018 International Residential Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip, use, occupy or maintain any one- or two- family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Residential Code as herewith adopted by the Council of the City of Avondale.

SECTION 11. Any person found guilty of violating any provision of the Technical Codes shall be guilty of a class one misdemeanor, punishable by a fine not to exceed $2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 12. This Ordinance shall become effective 30 days after its passage, but the Technical Codes adopted herein shall not become effective until at 12:01 a.m. on July 1, 2019, or if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 13. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 14. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, March 4, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT: Bond Financing of Capital Projects

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director (623) 333-2011

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

PURPOSE:
Staff will present information on plans to issue $17.4 million in general obligation bonds and $10.1 million in excise tax revenue bonds to help finance various capital projects and to pay the cost of bond issuance.

BACKGROUND:
As part of the FY2019 capital planning and budgeting process staff and Council discussed the need to expand the police department administration building, construct a new Resource Center, improve and enhance Festival Fields Park, and construct and improve various water and sewer infrastructure. The approved plan includes long-term bond financing to help fund these capital projects.

During the February 4, 2019, City Council Work Session, staff provided Council an update on Historic Avondale infrastructure projects priorities, timelines, and budget, which included a discussion of using bonds to finance a portion of these projects.

DISCUSSION:

General Obligation Bonds
Project Information

Police Department Building Expansion ($6.0 million): The City is expanding the current Police Department headquarters building to accommodate a new property and evidence storage and additional work areas. A 19,000 square foot addition will be made to the current facility. The project is estimated to cost $7.1 million and will be financed by a combination of bond proceeds and development fees.

Resource Center ($4.0 million): The City is building a new, 24,000 square foot, co-located human services facility to replace the Care1st Avondale Resource Center and Avondale Senior Center and Administration Offices, which have reached their service capacity and useful lifespan. The new facility is expected to support all the human services now offered, as well as additional services needs that cannot be presently provided in the existing facilities. The Center is estimated to cost $11 million and the remainder of the project costs will be

financed with General Fund transfers.

Festival Field Park Enhancements and Improvements ($7.2 million): The enhancements/improvements will include design, engineering and completion of Festival Field Phase II improvements including youth baseball/softball fields, renovation of existing multi-purpose field, ramadas, shaded spectator areas, enhanced play area, splash park area, off-leash dog park, skating/biking facilities, a lake for irrigation and urban fishing, maintenance facilities, restrooms, landscaping , lighted walk paths, trailhead, and additional parking and support facilities according to the approved conceptual park plan. The project is estimated to cost $17.5 million and will be financed by a combination of bond proceeds and General Fund transfers.

Financial Impact

The general obligation bonds are anticipated to contribute approximately $0.30 to the secondary property tax rate for FY2020. A property owner with a home valued at 100,000 would pay about $30 in FY2020 for the projects listed above.

Excise Tax Revenue Bonds – Project Information
Project Information

Historical Avondale Infrastructure Projects ($6.0 million): The City has identified and developed six infrastructure improvement projects in the Historical Avondale, Cashion, and Las Ligas neighborhoods. These Projects will include the removal and reconstruction of roadway payment and installation of ADA improvements, utility/water/wastewater improvements, and the installation of additional street lighting and hydrants as needed. The water and sewer design and construction, which is estimated to cost $16.9 million, will be financed by a combination of water and sewer fund balances of $10.9 million and excise tax revenue bond proceeds of $6.0 million.

Water and Sewer Capital Projects ($4.0 million): The City plans to use the remaining bond proceeds to construct and improve various water and sewer infrastructure as approved by Council through the FY2020 budget process.

Financial Impact

The city has approximately $18 million of outstanding bonds supported by the dedicated half cent sales. The annual principal and interest payments on these bonds will be decreasing in both FY2020 and again in FY2021. This will create capacity, allowing the city to issue the new bonds.

Staff will work with the city's financial advisor, Stifel, Nicolaus and Company, Inc., to prepare the necessary documents and conduct rating agency updates. The bonds will be sold upon final Council approval at the March 25th Council meeting.

BUDGET IMPACT:

The principal and interest payments on these obligations will be incorporated in the FY2020 recommended budget if approved by Council.

The $17.4 million general obligation bond issuance is planned as a 20-year financing, with an estimated interest rate of 4.0%. The cost of interest is estimated to be $8.0 million over the 20-year term. The source of repayment for the bonds is secondary property taxes.

The $10.1 million excise tax revenue bond issuance is planned as a 10-year financing, with an estimated interest rate of 3.5% over the 10-year term. The source of repayment for the bonds is excise taxes, consisting primarily of sales taxes.

RECOMMENDATION:

Staff recommends Council direct the Finance and Budget Director to prepare the documents and conduct rating agency updates; and ultimately, approve the issuance of bonds for the purposes outlined above.

Item Number: 5.b.

CITY COUNCIL REPORT

SUBJECT: 2019 Legislative Update

MEETING DATE: 03/04/2019

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, (623) 333-1612

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:
With the deadline for bill introduction passed, and the deadline for action in the house of origin passed, the Legislature continues to work in committee hearing proposed legislation. Bills have crossed over with House bills being heard in the Senate, and Senate bills being heard in the House. While we know know the universe of bills, strike everything amendments are now prevalent.

The first priority of business was action on the Drought Contingency Plan. The State acted on this legislation meeting the federally imposed deadline of January 31st.

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.