



## POST ACTION AGENDA NOTICE

### NOTICE OF THE REGULAR SESSION OF THE FOUNTAIN HILLS TOWN COUNCIL

Mayor Linda M. Kavanagh

Councilmember Dennis Brown  
Vice Mayor Nick DePorter  
Councilmember Cassie Hansen

Councilmember Henry Leger  
Councilmember Alan Magazine  
Councilmember Cecil A. Yates

**TIME: 6:30 P.M.**  
**WHEN: THURSDAY, SEPTEMBER 15, 2016**  
**WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS**  
**16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Councilmembers of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's various Commission, Committee or Board members may be in attendance at the Council meeting.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

#### PROCEDURE FOR ADDRESSING THE COUNCIL

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Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name and whether or not they reside in Fountain Hills (*do not provide a home address*) prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

**If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.**

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Linda M. Kavanagh **6:30 PM**
- **INVOCATION** – Trent Renner, Lead Pastor for Christ’s Church of Fountain Hills
- **ROLL CALL** – Mayor Linda M. Kavanagh
- **MAYOR’S REPORT**
  - i) None.
- **SCHEDULED PUBLIC APPEARANCES/PRESENTATIONS**
  - i) Mayor Kavanagh may review RECENT EVENTS attended relating to Economic Development.
  - ii) INTRODUCTION of the Town of Fountain Hills’ Assistant Fire Chief Jason Payne.
  - iii) RECOGNITION of Cadette Girl Scout Troop #1059 for earning the Girl Scout Silver Award (2<sup>nd</sup> highest award for a Girl Scout) for their “Take Action Project”, which created a bright and inviting design at the entrance of one the Town’s Fitness Hiking Trails at Golden Eagle Park.
  - iv) PRESENTATION by Maricopa County Sheriff’s Office Captain David Letourneau regarding law drug statistics for the Town of Fountain Hills.

### **CALL TO THE PUBLIC**

Pursuant to A.R.S. §38-431-01(H), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Councilmembers may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Council agenda.

### **CONSENT AGENDA ITEMS - APPROVED AS LISTED**

All items listed on the Consent Agenda are considered to be routine, non-controversial matters and will be enacted by one motion and one roll call vote of the Council. All motions and subsequent approvals of consent items will include all recommended staff stipulations unless otherwise stated. There will be no separate discussion of these items unless a Councilmember or member of the public so requests. If a Councilmember or member of the public wishes to discuss an item on the consent agenda, he/she may request so prior to the motion to accept the Consent Agenda or with notification to the Town Manager or Mayor prior to the date of the meeting for which the item was scheduled. The items will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

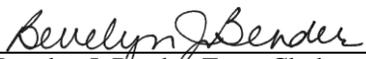
1. **CONSIDERATION** of approving the TOWN COUNCIL MEETING MINUTES from September 1, 2016.
2. **CONSIDERATION** of RESOLUTION 2016-25, accepting the election results from the August 30, 2016 Primary Election.
3. **CONSIDERATION** of RESOLUTION 2016-24, approving an intergovernmental agreement with the Fort McDowell Yavapai Nation relating to Proposition 202 funding.
4. **CONSIDERATION** of a BUDGET TRANSFER, in the amount of \$1,000, from the Economic Development Fund to the Tourism Fund to cover a budget overage for Fiscal Year 2015-16.

5. **CONSIDERATION** of approving COOPERATIVE PURCHASE AGREEMENT C2017-043, with Desert Highway Signs, for signs and sign hardware, in an amount not to exceed \$40,000.00.
6. **CONSIDERATION** of approving COOPERATIVE PURCHASE AGREEMENT C2017-044, with Pipe Line Video Inspections LLC, for storm drain pipe and structure cleaning, television services, and storm drain pipe repair, in an amount not to exceed \$200,000.00.
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8. **CONSIDERATION** of approving a SETTLEMENT AGREEMENT relating to a tax enforcement action.

### REGULAR AGENDA

9. **CONSIDERATION** of LEASE AGREEMENT between the Town and the Fountain Hills Civic and Cultural Association for the Community Garden. **APPROVED**
10. **CONSIDERATION** of approving COOPERATIVE PURCHASE AGREEMENT C2017-045, between M. R. Tanner Development and Construction, Inc. and the Town of Fountain Hills, for asphalt replacement and miscellaneous work, in an amount not to exceed \$1,796,753.59. **APPROVED**
11. **CONSIDERATION** of ORDINANCE 16-09, amending Town of Fountain Hills town Code, Chapter 9, Article 9-4, Section 9-4-3, and adding a new Section 9-4-4, Operation of Model Aircraft or Unmanned Aircraft in Town Parks, all related to regulating the use of drones in Town parks. **APPROVED**
12. **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.  
 Item(s) listed below are related only to the propriety of (i) placing such item(s) on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council:  
 i.) *None.*
13. **SUMMARY OF COUNCIL REQUESTS** and **REPORT ON RECENT ACTIVITIES** by the Mayor, Individual Councilmembers, and the Town Manager.
14. **ADJOURNMENT. 8:04 PM**

**DATED** this 8<sup>th</sup> day of September, 2016.

  
 \_\_\_\_\_  
 Bevelyn J. Bender, Town Clerk

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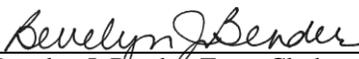
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# Girl Scout Silver Award

Cadette Troop #1059  
Earns Girl Scout Silver Award  
2<sup>nd</sup> highest award in Girl Scouts

# Steps to Earning Girl Scout Silver Award

- Complete a Cadette Journey
- Identify issues you care about
- Build a Girl Scout Silver Award team or go solo
- Explore your community
- Pick your “Take Action” project
- Develop a project with a minimum of 50 hrs service
- Make a plan and put it in motion
- Reflect, share your story, and celebrate

# Take Action Project



# How Long Did It Take

- Painting started Feb. 27 and finished July 9, 2016
- Troop #1059 - 3 Girl Scouts and 2 Leaders
- 19 additional volunteers
- Total of 37 days painting
- Total of 231 hrs (by days)
- Total of 1133 project hrs (hrs x volunteers)

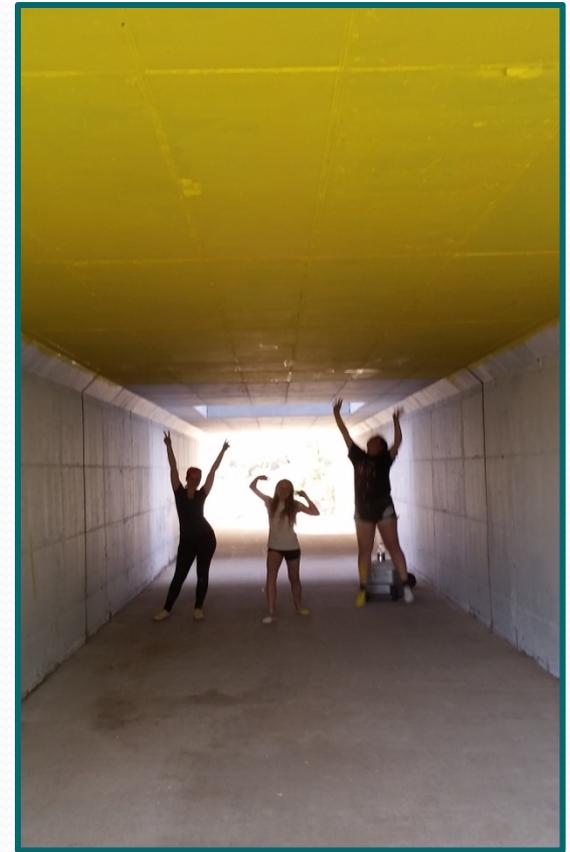
# Cleaning



# Priming



# Painting the Ceiling



# Design / Layout / Painting



# Volunteers

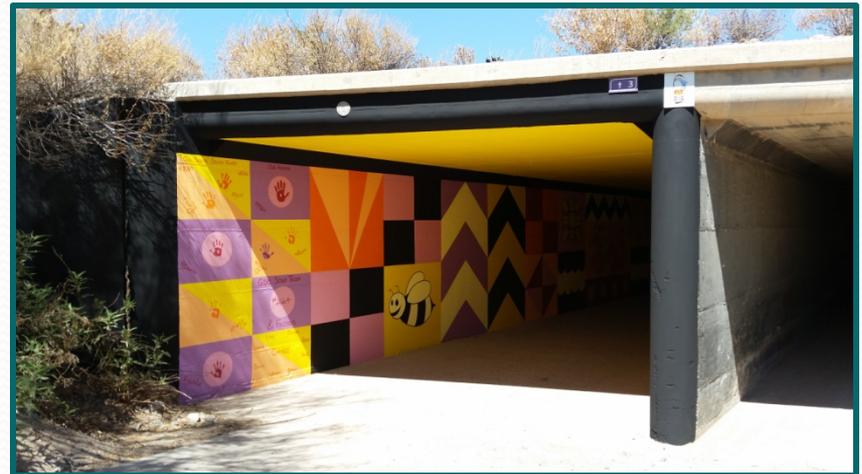




# ENTRANCE



# EXIT



# Questions or Comments



# Presentation of GS Silver Award Pin



Mercy Taylor



Natalie Flynn



Deanna George

An aerial photograph of Fountain Hills, Arizona, showing a mix of residential and commercial buildings, roads, and green spaces. The image is overlaid with a semi-transparent teal color. A white circle is drawn around the title text.

# Fountain Hills: 5 Year Drug Facts

# Fountain Hills: 5 Year Drug Facts

Drug Statistics

January 2011 – September 2016

## Call for Service

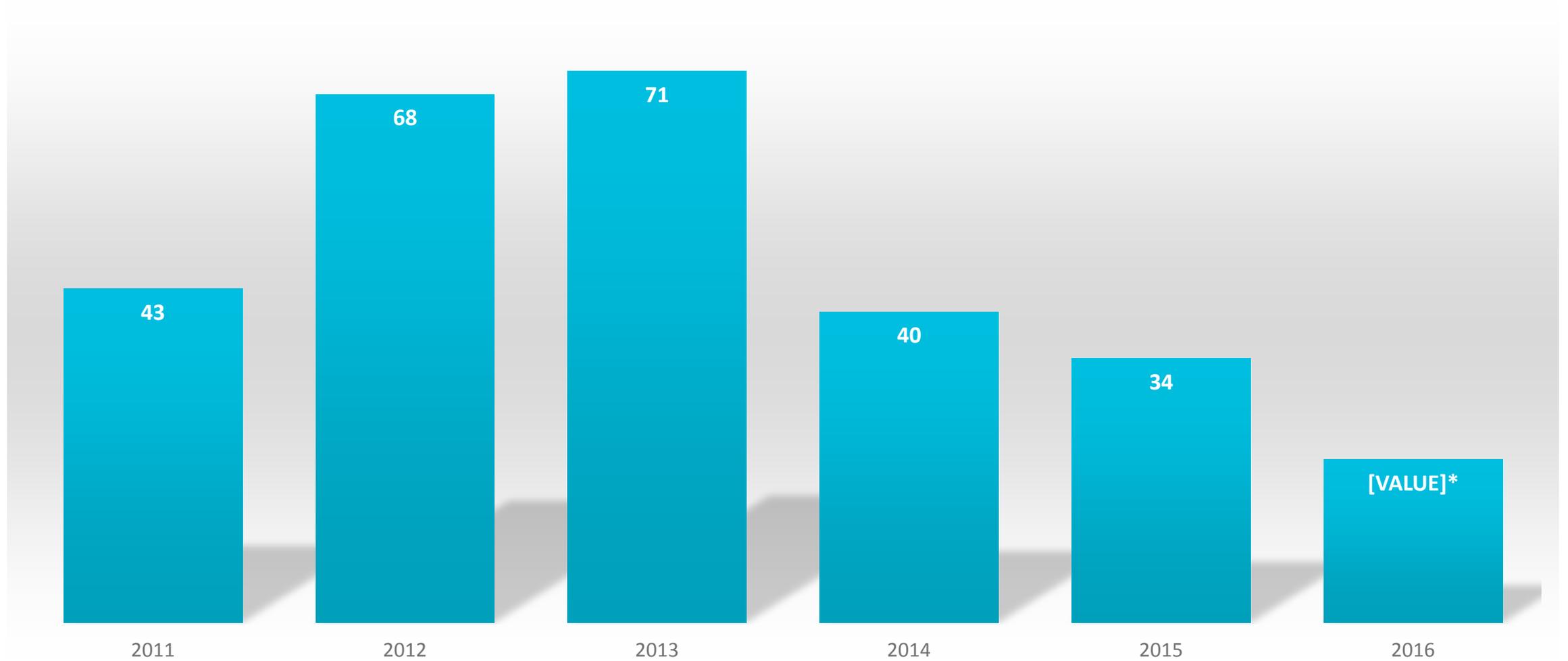
The statistics provided include Maricopa County Sheriff's Office Calls for Service covering January 2011 through September 2016. A call for service is an event occurring in or near the Maricopa County to which one or more MCSO deputies must respond to evaluate or take action, or an event that comes to the attention of Office or is initiated by deputies that requires formal documentation (e.g., department report, supplemental report or accident report).

This presentation will cover the following:

- Statistics
- Crime Map
- Demographics of Arrestees

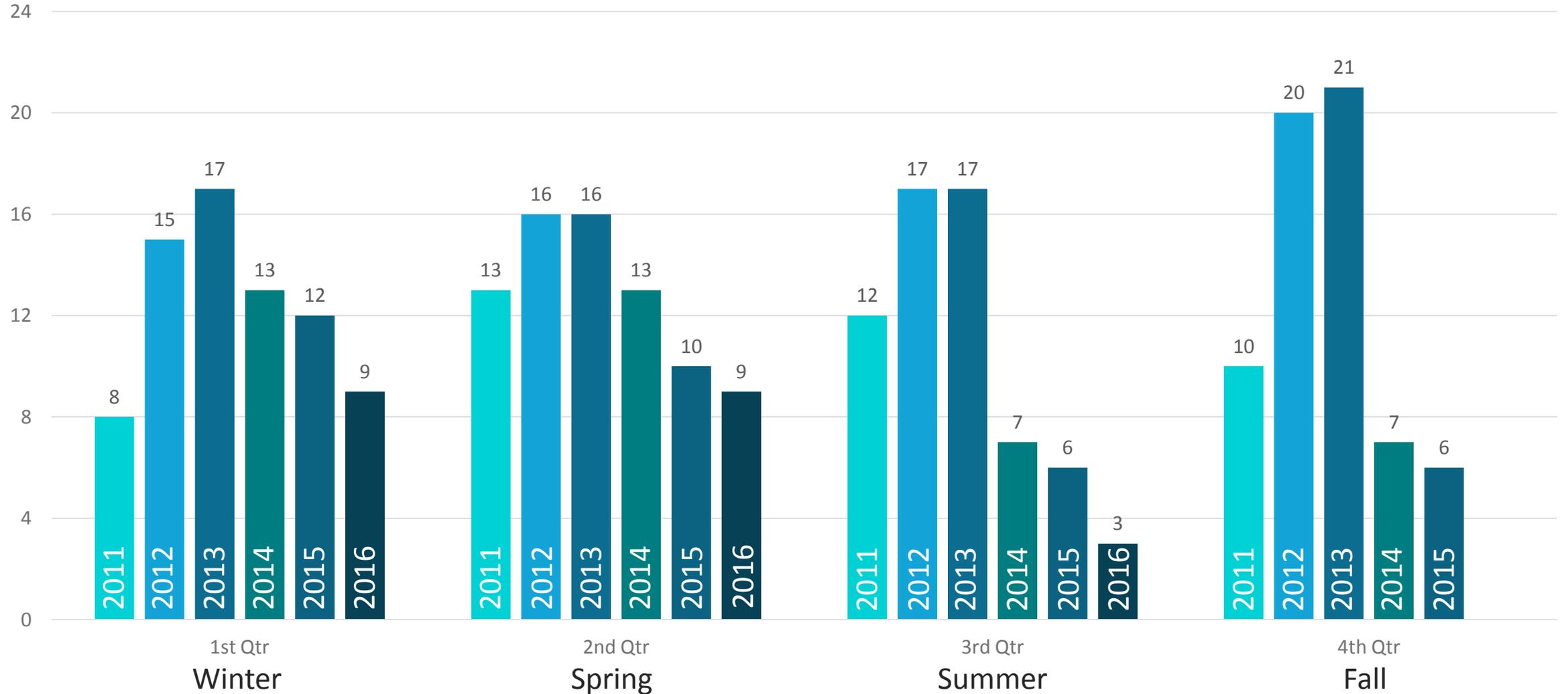
# Drug Related Calls for Service

Yearly Reporting

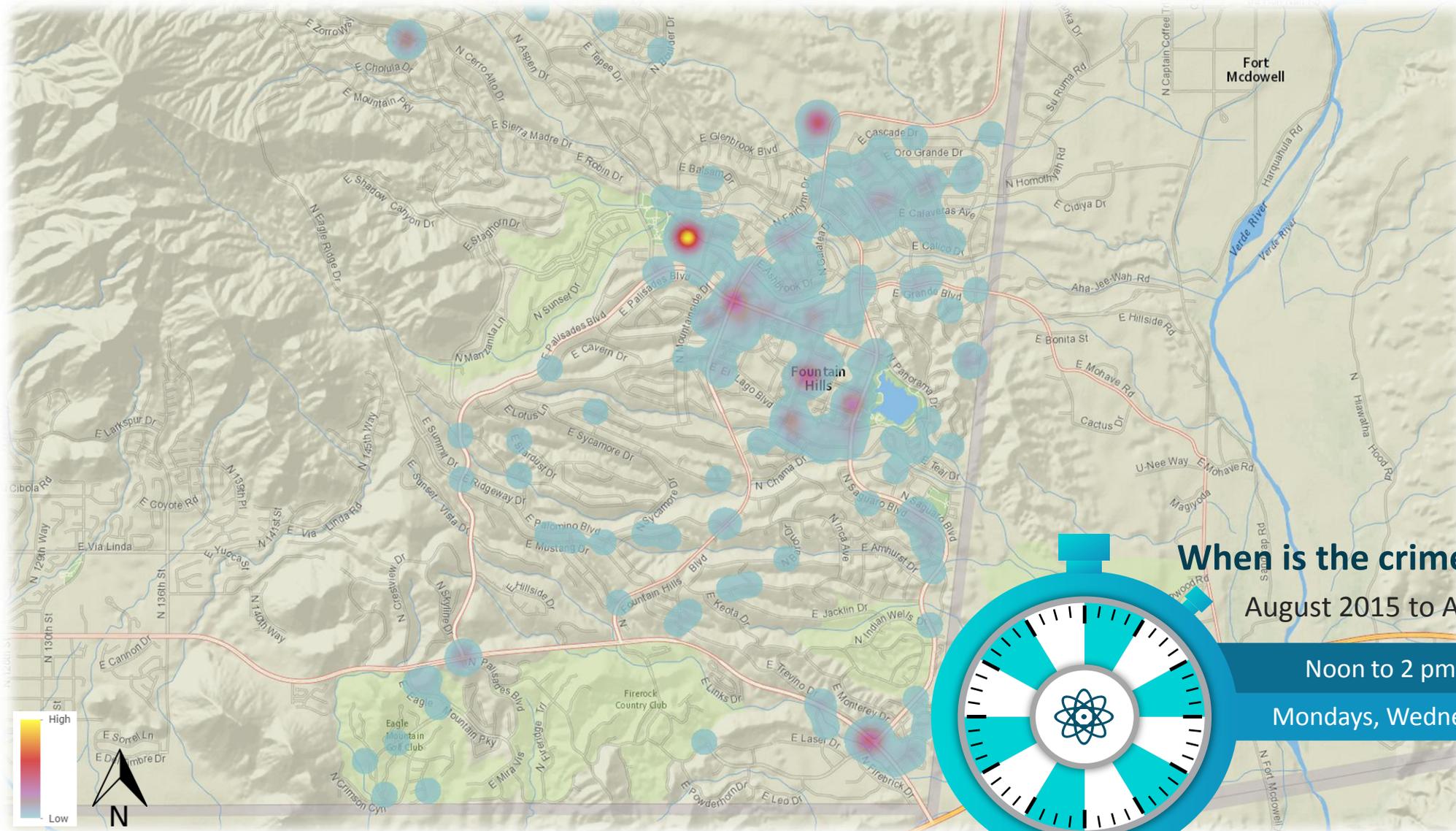


# Drug Related Calls for Service

Seasonal Trends



# Where is the crime occurring?



## When is the crime happening?

August 2015 to August 2016

Noon to 2 pm 40%

Mondays, Wednesdays, Fridays 70%



# Drug Related Crimes

How do drug users affect other crimes in your area?

## 16x

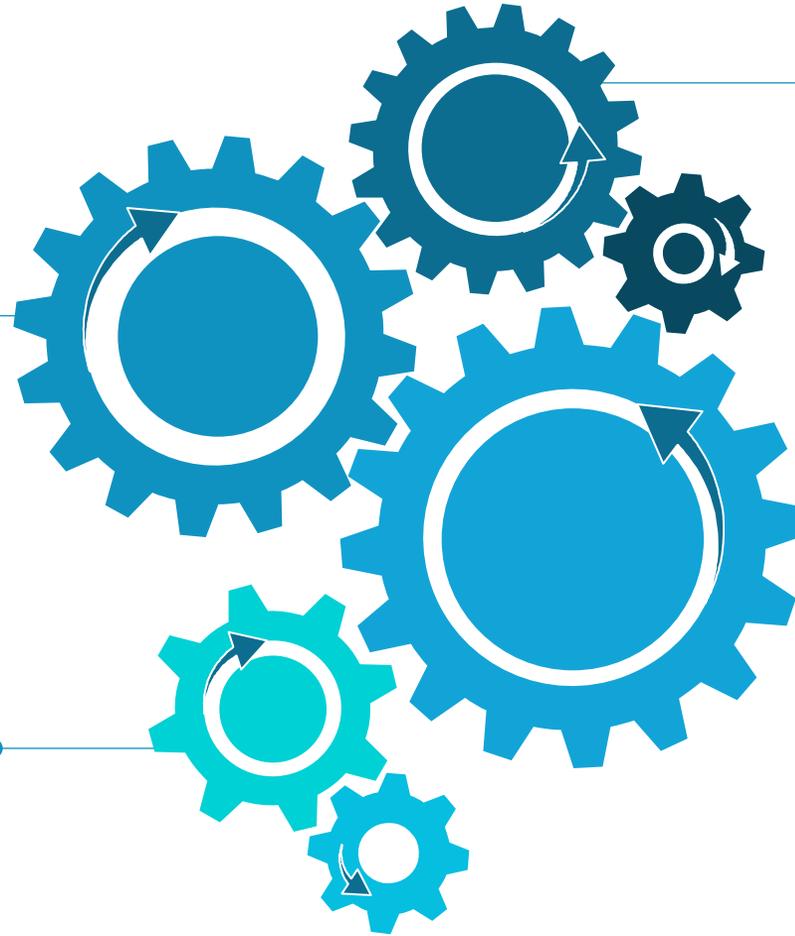
### Theft

Drug users are 16 times more likely to be booked for theft

## 14x

### Alcohol Offense

Drug users are 14 times more likely to be booked for driving under the influence, drunkenness, or liquor law violations



## User

### Demographic

- Fountain Hills subjects are typically white males with the average age of 25

## 9x

### Assault

- Drug users are 9 times more likely to be booked for assault

# Questions?



# TOWN OF FOUNTAIN HILLS TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

**Staff Contact Information:** Bevelyn J. Bender, Town Clerk; 480-816-5115; bbender@fh.az.gov

**Council Goal:**

**Strategic Values:** Civic Responsibility

C3 Solicit feedback in decision-making

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of approving the TOWN COUNCIL MEETING MINUTES from September 1, 2016.

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**Applicant:** NA

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §38-431.01

**Staff Summary** (background): The intent of approving previous meeting minutes is to ensure an accurate account of the discussion and action that took place at that meeting for archival purposes. Approved minutes are placed on the Town's website in compliance with state law.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status):

**Budget Reference** (page number):

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):**

**Staff Recommendation(s):** Approve

**List Attachment(s):** None

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**SUGGESTED MOTION** (for Council use): Move to approve the consent agenda as listed

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**Prepared by:**

*Bevelyn J. Bender*

Bevelyn Bender, Town Clerk

9/6/2016

**Approved:**

*Grady E. Miller*

Grady E. Miller, Town Manager

9/6/2016



# TOWN OF FOUNTAIN HILLS

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**Submitting Department:** Administration

**Staff Contact Information:** Bevelyn J. Bender, Town Clerk; 480.816.5115; bbender@fh.az.gov

**Council Goal:**  
Not Applicable (NA)

**Strategic Values:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of RESOLUTION 2016-25, declaring and adopting the results of the Primary Election held on August 30, 2016.

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**Applicant:** NA

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:** A.R.S. §16-642 and §16-646.

**Staff Summary** (background):

A.R.S. §16-642 states that the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election. Although a resolution is not required, adoption by resolution is a formal method by which to provide the information to the public and the results are maintained as a permanent record.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status):

**Budget Reference** (page number):

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** N/A

**Staff Recommendation(s):** Approve

**List Attachment(s):** Resolution 2016-25 to be provided prior to the meeting once the "official" election results are made available.

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**SUGGESTED MOTION** (for Council use): Move to approve the consent agenda.

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Prepared by:

*Bevelyn J. Bender*

Bevelyn Bender, Town Clerk

9/6/2016

Approved:

*Grady E. Miller*

Grady E. Miller, Town Manager

9/6/2016

## **RESOLUTION 2016-25**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 30, 2016.

**WHEREAS**, the Town of Fountain Hills (the “Town”) held a primary election on the consolidated election ballot of August 30, 2016 (the “Primary Election”), for the nomination/election of the Mayor and three Councilmembers; and

**WHEREAS**, the Primary Election returns have been presented to and have been canvassed by the Mayor and Council of the Town of Fountain Hills.

**NOW, THEREFORE, BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The total number of registered voters was **16,387**; the total number of ballots cast at the Primary Election was **6,734**, and the total rate of return was **41.09%**.

SECTION 3. The number of ballots cast and the names of the persons voted for, including the number of votes received in each precinct by each candidate for Mayor and each candidate for Councilmember, including write-in votes, were as set forth in Exhibit A, attached hereto and incorporated herein by reference. The number of provisional ballots in each precinct was as set forth in Exhibit B, attached hereto and incorporated herein by reference. The number of ballots rejected in each precinct was as set forth in Exhibit C, attached hereto and incorporated herein by reference.

SECTION 4. It is hereby found, determined and declared of record, that the following candidates for Mayor and Councilmember did receive the greatest number of votes of the electors of the Town at the Primary Election, and the Town Clerk is hereby directed to issue certificates of election:

**MAYOR:**

Linda M. Kavanagh

**COUNCILMEMBER:**

Dennis Brown

Art Tolis

Cecil Yates

SECTION 5. This Resolution shall be in full force and effect immediately upon its adoption.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED BY** the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
Linda M. Kavanagh, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Grady E. Miller, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION 2016-25

(Precinct Canvas – Office of Mayor and Councilmember)

See following page.

**MRC\_20160830\_E**  
**August 30, 2016**  
**Summary Report**  
**MARICOPA COUNTY**  
**FINAL OFFICIAL RESULTS**

**MAYOR - TOWN OF FOUNTAIN HILLS** (5) 5/5 100.00%

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Under Votes: 745  
Over Votes: 3

<b>KAVANAGH, LINDA M.</b>	<b>3,947</b>	<b>65.94%</b>
Write-In Candidate	2,039	34.06%
<b>Total ...</b>	<b>5,986</b>	<b>100.00%</b>

**COUNCILMEMBER TOWN OF FOUNTAIN HILLS (vote 3)** (5) 5/5 100.00%

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Under Votes: 5809  
Over Votes: 48

ARCHAMBAULT, MICHAEL	2,789	19.44%
<b>BROWN, DENNIS</b>	<b>3,458</b>	<b>24.11%</b>
RAWLINGS, TIMOTHY	1,897	13.22%
<b>TOLIS, ART</b>	<b>2,797</b>	<b>19.50%</b>
<b>YATES, CECIL</b>	<b>3,350</b>	<b>23.35%</b>
Write-In Candidate	54	0.38%
<b>Total ...</b>	<b>14,345</b>	<b>100.00%</b>

**MRC\_20160830\_E**  
**8/30/2016**  
**Precinct Canvass**  
**MARICOPA COUNTY**

**1 MAYOR - TOWN OF FOUNTAIN HILLS**

				1	1	1	1								
	Registered	Ballots Cast	Turnout (%)	KAVANAGH, LINDA M.	Write-In Candidate	Over Votes	Under Votes								
0232 FOUNTAIN HILLS	2559	1093	42.71	676	319	3	95								
0233 FOUR PEAKS	4055	1458	35.96	845	478		135								
0257 GOLDEN EAGLE	3727	1687	45.26	970	493		224								
0458 PALISADES	2747	1102	40.12	610	360		132								
0544 SAGUARO	3299	1394	42.26	846	389		159								
	16387	6734	41.09	3947	2039	3	745								

**1 COUNCILMEMBER TOWN OF FOUNTAIN HILLS (vote 3)**

				1	1	1	1	1	1	1	1				
	Registered	Ballots Cast	Turnout (%)	ARCHAMBAULT, MICHAEL	BROWN, DENNIS	RAWLINGS, TIMOTHY	TOLIS, ART	YATES, CECIL	Write-In Candidate	Over Votes	Under Votes				
0232 FOUNTAIN HILLS	2559	1093	42.71	474	572	262	449	559	7	3	953				
0233 FOUR PEAKS	4055	1458	35.96	677	703	469	560	710	19	12	1224				
0257 GOLDEN EAGLE	3727	1687	45.26	641	886	425	722	857	12	18	1500				
0458 PALISADES	2747	1102	40.12	461	549	329	463	545	12	9	938				
0544 SAGUARO	3299	1394	42.26	536	748	412	603	679	4	6	1194				
	16387	6734	41.09	2789	3458	1897	2797	3350	54	48	5809				

**MARICOPA COUNTY**  
**OFFICIAL WRITE IN CANVASS SUMMARY**

OFFICE / PARTY / DISTRICT	CANDIDATE NAME	VOTES
<b>UNITED STATES SENATOR</b>		
DEM	BELLO, AXEL	275
GRN	SWING, GARY	97
LBT	HAMILTON, MERISSA	793
REP	WEBSTER, SEAN	83
<b>U.S. REPRESENTATIVE IN CONGRESS</b>		
CONGRESSIONAL DISTRICT 1		
GRN	PARRISH, RAY	0
LBT	ALLEN, KIM	0
CONGRESSIONAL DISTRICT 3		
LBT	ROSS, MIKE	27
CONGRESSIONAL DISTRICT 4		
DEM	HIXON, ROBERT	0
LBT	DANIELS, JEFFREY	3
CONGRESSIONAL DISTRICT 5		
LBT	DANIELS, NOLAN	143
CONGRESSIONAL DISTRICT 6		
LBT	SHOEN, MICHAEL	161
CONGRESSIONAL DISTRICT 7		
LBT	COBB, JOE	127
CONGRESSIONAL DISTRICT 8		
DEM	DEVIVO, JOE	640
GRN	SALAZAR, MARK	27
CONGRESSIONAL DISTRICT 9		
LBT	SHIPLEY, MIKE	210
<b>STATE REPRESENTATIVE</b>		
LEGISLATIVE DISTRICT 15		
LBT	MCCORMICK, KEVIN	57
LEGISLATIVE DISTRICT 24		
REP	ALGER, DAVID	85
LEGISLATIVE DISTRICT 27		
LBT	PEPITON, ROBERT	31
LEGISLATIVE DISTRICT 29		
LBT	BARKER, BILL	16
LEGISLATIVE DISTRICT 4		
REP	HOPKINS, RICHARD	116
<b>STATE SENATOR</b>		
LEGISLATIVE DISTRICT 25		
REP	SMALL, ITASCA	582
LEGISLATIVE DISTRICT 26		
LBT	WILL, CHRIS	44
LEGISLATIVE DISTRICT 27		
GRN	TORRES, ANGEL	8
<b>COUNTY ATTORNEY</b>		
LBT	KIELSKY, MICHAEL	840
<b>COUNTY RECORDER</b>		
LBT	HANCOCK, ERNEST T.	793

**MARICOPA COUNTY**  
**OFFICIAL WRITE IN CANVASS SUMMARY**

OFFICE / PARTY / DISTRICT	CANDIDATE NAME	VOTES
<b>BOARD OF SUPERVISORS</b>		
SUPERVISORIAL DISTRICT 3		
LBT	IANNUZO, JAMES	217
<b>MAYOR</b>		
TOWN OF FOUNTAIN HILLS		
NON-PARTISAN	DICKEY, GINNY	1957
<b>PRECINCT COMMITTEEMEN</b>		
BAYSHORE		
REP	DE HAAN, KIMBERLY K.	11
REP	KEIPER, DAVID L.	10
REP	LO CICERO, ANNA CARMELA	6
REP	MOLL, JOHN D.	2
REP	MOZDZEN, BARBARA R.	8
REP	PRESMYK, LES	13
REP	RUET, JOSEPH W.	8
REP	STUELAND, GARY L.	10
REP	STUELAND, GLORIA J.	10
BILTMORE		
REP	BRENNAN, ANNA MARIA	3
REP	BUTTERFIELD, STEPHEN F., JR.	12
CAPITOL SCHOOL		
DEM	ALVAREZ, ESENYA R.	0
DEM	CARDENAS, EVA	0
DEM	CARLSTROM, JEFFREY ERIC	0
DEM	COOK, MICHAEL ANTHONY	0
DEM	DYSTER, CHRISTINE HELEN	1
DEM	FARIAS, CONRAD	0
DEM	MACCHI, JOHN ANGELO	0
DEM	WALTON, DANA E.	2
CITRUS GARDENS		
REP	JACKSON, KEN	2
REP	ROWLEY, GARY DUANE	2
DOUBLETREE		
REP	KRAMER, ROBERT F.	0
EL CARO		
REP	CONNELL, JUDITH	1
ENCANTO		
REP	MANERY, LYNDA	0
REP	MILLER, ROY	3
FIESTA RANCH		
REP	BARTLETT, MARC	0
REP	BARTLETT, SANDRA	0
FOX CROSSING		
REP	DIEFENBACHER, JASON R.	3

**PRECINCT COMMITTEEMEN**

**MARICOPA COUNTY**  
**OFFICIAL WRITE IN CANVASS SUMMARY**

OFFICE / PARTY / DISTRICT	CANDIDATE NAME	VOTES
MCQUEEN REP	SCHROEDER, ABIGAIL ROSE	0
MOON VALLEY REP	CUNNING, MARIA TERESA	0
MUSKET REP	GRAHAM, FRANK JOSEPH	22
REP	GRAHAM, TESSIE M.	22
PALMAIRE REP	ANDERSON, LINDA L.	0
REP	SCARPINATO, DANIEL L.	0
STELLAR REP	VALLEJO, RAMON J.	0
TIERRA ESTE REP	BENNETT, KENDALL WILLIAM	1

MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
WRITE-IN CANVASS

ELECTNO: 1300 TYPE: PRIMARY DATE: 8/30/2016

**PRECINCT:** 0229 FOLLEY  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 9

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**  
SHIPLEY, MIKE 4

**BALLOTNAME** **VOTES**

BELLO, AXEL 0

SWING, GARY 0

HAMILTON, MERISSA 4

WEBSTER, SEAN 0

HANCOCK, ERNEST T. 5

KIELSKY, MICHAEL 5

**PRECINCT:** 0230 Foothills  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 9

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**  
SHIPLEY, MIKE 4

**BALLOTNAME** **VOTES**

BELLO, AXEL 0

SWING, GARY 0

HAMILTON, MERISSA 4

WEBSTER, SEAN 0

HANCOCK, ERNEST T. 5

KIELSKY, MICHAEL 5

**PRECINCT:** 0231 FORT MCDOWELL  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**  
SHOEN, MICHAEL 0

**BALLOTNAME** **VOTES**

BELLO, AXEL 0

SWING, GARY 0

HAMILTON, MERISSA 0

WEBSTER, SEAN 0

HANCOCK, ERNEST T. 0

KIELSKY, MICHAEL 0

**PRECINCT:** 0232 FOUNTAIN HILLS  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**PARTY OFFICE** FOUNTAIN HILLS

NON MAYOR

**BALLOTNAME** **VOTES**  
SHOEN, MICHAEL 0

**BALLOTNAME** **VOTES**

BELLO, AXEL 1

SWING, GARY 0

HAMILTON, MERISSA 0

WEBSTER, SEAN 0

HANCOCK, ERNEST T. 0

KIELSKY, MICHAEL 0

**BALLOTNAME** **VOTES**  
DICKEY, GINNY 307

**MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
WRITE-IN CANVASS**

**ELECTNO: 1300 TYPE: PRIMARY DATE: 8/30/2016**

**PRECINCT:** 0233                      FOUR PEAKS  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT    U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM    UNITED STATES SENATOR

GRN    UNITED STATES SENATOR

LBT    UNITED STATES SENATOR

REP    UNITED STATES SENATOR

LBT    COUNTY RECORDER

LBT    COUNTY ATTORNEY

**PARTY OFFICE** FOUNTAIN HILLS

NON    MAYOR

<u>BALLOTNAME</u>	<u>VOTES</u>
SHOEN, MICHAEL	3

<u>BALLOTNAME</u>	<u>VOTES</u>
BELLO, AXEL	0
SWING, GARY	0
HAMILTON, MERISSA	3
WEBSTER, SEAN	0
HANCOCK, ERNEST T.	3
KIELSKY, MICHAEL	3

**PRECINCT:** 0234                      FOX CROSSING  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 5

LBT    U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM    UNITED STATES SENATOR

GRN    UNITED STATES SENATOR

LBT    UNITED STATES SENATOR

REP    UNITED STATES SENATOR

LBT    COUNTY RECORDER

LBT    COUNTY ATTORNEY

**PARTY OFFICE** FOX CROSSING

REP    PRECINCT COMMITTEEMEN

<u>BALLOTNAME</u>	<u>VOTES</u>
DANIELS, NOLAN	2

<u>BALLOTNAME</u>	<u>VOTES</u>
BELLO, AXEL	0
SWING, GARY	0
HAMILTON, MERISSA	2
WEBSTER, SEAN	0
HANCOCK, ERNEST T.	2
KIELSKY, MICHAEL	2

**PRECINCT:** 0235                      FOXWOOD  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT    U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM    UNITED STATES SENATOR

GRN    UNITED STATES SENATOR

LBT    UNITED STATES SENATOR

REP    UNITED STATES SENATOR

LBT    COUNTY RECORDER

LBT    COUNTY ATTORNEY

**PARTY OFFICE** SUPERVISORIAL DISTRICT 3

LBT    BOARD OF SUPERVISORS

<u>BALLOTNAME</u>	<u>VOTES</u>
SHOEN, MICHAEL	2

<u>BALLOTNAME</u>	<u>VOTES</u>
BELLO, AXEL	0
SWING, GARY	0
HAMILTON, MERISSA	2
WEBSTER, SEAN	0
HANCOCK, ERNEST T.	3
KIELSKY, MICHAEL	3



**MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
WRITE-IN CANVASS**

**ELECTNO: 1300 TYPE: PRIMARY DATE: 8/30/2016**

**PRECINCT:** 0456 PAINTED MOUNTAIN

**PARTY OFFICE** CONGRESSIONAL DISTRICT 5

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**PARTY OFFICE** LEGISLATIVE DISTRICT 25

REP STATE SENATOR

**BALLOTNAME**

DANIELS, NOLAN

**VOTES**

0

**BALLOTNAME**

BELLO, AXEL

**VOTES**

0

SWING, GARY

0

HAMILTON, MERISSA

1

WEBSTER, SEAN

0

HANCOCK, ERNEST T.

1

KIELSKY, MICHAEL

1

**BALLOTNAME**

**VOTES**

SMALL, ITASCA

8

**PRECINCT:** 0457 PAIUTE

**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**PARTY OFFICE** LEGISLATIVE DISTRICT 24

REP STATE REPRESENTATIVE

**BALLOTNAME**

SHOEN, MICHAEL

**VOTES**

1

**BALLOTNAME**

BELLO, AXEL

**VOTES**

0

SWING, GARY

0

HAMILTON, MERISSA

1

WEBSTER, SEAN

0

HANCOCK, ERNEST T.

1

KIELSKY, MICHAEL

0

**BALLOTNAME**

**VOTES**

ALGER, DAVID

6

**PRECINCT:** 0458 PALISADES

**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR

GRN UNITED STATES SENATOR

LBT UNITED STATES SENATOR

REP UNITED STATES SENATOR

LBT COUNTY RECORDER

LBT COUNTY ATTORNEY

**PARTY OFFICE** FOUNTAIN HILLS

NON MAYOR

**BALLOTNAME**

SHOEN, MICHAEL

**VOTES**

1

**BALLOTNAME**

BELLO, AXEL

**VOTES**

0

SWING, GARY

1

HAMILTON, MERISSA

1

WEBSTER, SEAN

0

HANCOCK, ERNEST T.

1

KIELSKY, MICHAEL

1

**BALLOTNAME**

**VOTES**

DICKEY, GINNY

346

**MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
WRITE-IN CANVASS**

**ELECTNO: 1300 TYPE: PRIMARY DATE: 8/30/2016**

**PRECINCT:** 0542 SADDLE RIDGE  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 8

DEM U.S. REPRESENTATIVE IN CONGRESS  
GRN U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR  
GRN UNITED STATES SENATOR  
LBT UNITED STATES SENATOR  
REP UNITED STATES SENATOR  
LBT COUNTY RECORDER  
LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**

DEVIVO, JOE 13  
SALAZAR, MARK 0

**BALLOTNAME** **VOTES**

BELLO, AXEL 0  
SWING, GARY 0  
HAMILTON, MERISSA 0  
WEBSTER, SEAN 0  
HANCOCK, ERNEST T. 0  
KIELSKY, MICHAEL 0

**PRECINCT:** 0543 SAGEBRUSH  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 5

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR  
GRN UNITED STATES SENATOR  
LBT UNITED STATES SENATOR  
REP UNITED STATES SENATOR  
LBT COUNTY RECORDER  
LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**

DANIELS, NOLAN 3

**BALLOTNAME** **VOTES**

BELLO, AXEL 0  
SWING, GARY 0  
HAMILTON, MERISSA 4  
WEBSTER, SEAN 0  
HANCOCK, ERNEST T. 4  
KIELSKY, MICHAEL 4

**PRECINCT:** 0544 SAGUARO  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 6

LBT U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR  
GRN UNITED STATES SENATOR  
LBT UNITED STATES SENATOR  
REP UNITED STATES SENATOR  
LBT COUNTY RECORDER  
LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**

SHOEN, MICHAEL 0

**BALLOTNAME** **VOTES**

BELLO, AXEL 0  
SWING, GARY 0  
HAMILTON, MERISSA 0  
WEBSTER, SEAN 0  
HANCOCK, ERNEST T. 0  
KIELSKY, MICHAEL 0

**PARTY OFFICE** FOUNTAIN HILLS

NON MAYOR

**BALLOTNAME** **VOTES**

DICKEY, GINNY 373

**PRECINCT:** 0545 SAHUARO RANCH  
**PARTY OFFICE** CONGRESSIONAL DISTRICT 8

DEM U.S. REPRESENTATIVE IN CONGRESS  
GRN U.S. REPRESENTATIVE IN CONGRESS

**PARTY OFFICE** COUNTYWIDE

DEM UNITED STATES SENATOR  
GRN UNITED STATES SENATOR  
LBT UNITED STATES SENATOR  
REP UNITED STATES SENATOR  
LBT COUNTY RECORDER  
LBT COUNTY ATTORNEY

**BALLOTNAME** **VOTES**

DEVIVO, JOE 2  
SALAZAR, MARK 0

**BALLOTNAME** **VOTES**

BELLO, AXEL 0  
SWING, GARY 0  
HAMILTON, MERISSA 0  
WEBSTER, SEAN 0  
HANCOCK, ERNEST T. 0  
KIELSKY, MICHAEL 0

EXHIBIT B  
TO  
RESOLUTION 2016-25

(Provisional Ballots by Precinct)

See following page.

MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY  
FOUNTAIN HILLS

---

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0232	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>2</u>	
TOTAL BALLOTS:	5	

2	A1 NEW RESIDENT BALLOT
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
1	B13 YOUR EARLY BALLOT WAS SENT, RETURNED AND COUNTED

---

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0233	
BALLOTS COUNTED:	4	
BALLOTS NOT COUNTED:	<u>3</u>	
TOTAL BALLOTS:	7	

3	A1 NEW RESIDENT BALLOT
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1	B10 YOU ARE NOT REGISTERED TO VOTE
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
1	B17 INSUFFICIENT IDENTIFICATION PROVIDED AFTER ELECTION DAY

---

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0257	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	3	

1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.

---

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0458	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	2	

2	A1 NEW RESIDENT BALLOT
---	------------------------

BV10B  
DATE: 9/9/2016

MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
PROVISIONAL BALLOTS HAVA REQUIREMENTS

PAGE: 2  
TIME: 1:34:24PM

Election: 1300 MARICOPA COUNTY  
FOUNTAIN HILLS

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ELECTION	1300	MARICOPA COUNTY
PRECINCT	0544	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	1	

1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

BV10B  
DATE: 9/9/2016

MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
PROVISIONAL BALLOTS HAVA REQUIREMENTS

PAGE: 3  
TIME: 1:34:24PM

Election: 1300 MARICOPA COUNTY

FOUNTAIN HILLS

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SUMMARY REPORT TOTALS

BALLOTS COUNTED:	11
BALLOTS NOT COUNTED:	7
TOTAL BALLOTS:	18

EXHIBIT C  
TO  
RESOLUTION 2016-25

(Ballots Rejected by Precinct)

See following page.

**MARICOPA COUNTY  
RECORDER'S INFORMATION SYSTEMS CENTER  
REJECTED BALLOTS BY PRECINCT / CPC**

Election Title: MARICOPA COUNTY

Election Number: 1300      Election Date: 08/30/2016

FOUNTAIN HILLS

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
			0
0232	FOUNTAIN HILLS	RETURNED LATE	1
		NO SIGNATURE	2
0233	FOUR PEAKS	BAD SIGNATURE	1
		RETURNED LATE	8
0257	GOLDEN EAGLE	BAD SIGNATURE	1
		RETURNED LATE	9
		NO SIGNATURE	2
0458	PALISADES	RETURNED LATE	5
		NO SIGNATURE	2
0544	SAGUARO	BAD SIGNATURE	1
		RETURNED LATE	9
		NO SIGNATURE	2

**Bad Signature Total:            3**

**Returned Late Total:            32**

**No Signature Total:            8**

**Total Rejected:                43**



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

**Staff Contact Information:** Grady E. Miller, Town Manager, 480-816-5107; gmiller@fh.az.gov

**Council Goal:**  
Not Applicable (NA)

**Strategic Values:** Not Applicable (NA)

**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of RESOLUTION 2016-24 approving an intergovernmental agreement with the Fort McDowell Yavapai Nation relating to Proposition 202 funding.

**Applicant:** NA

**Applicant Contact Information:** NA

**Property Location:** NA

**Related Ordinance, Policy or Guiding Principle:** Section 12 of the Gaming Compact 2002 and A.R.S. §5-601.02; Fountain Hills Resolution 2004-34

**Staff Summary** (background):

Proposition 202 [Gaming Compact with the State of Arizona] was a ballot measure passed by the Arizona voters in the 2002 state general election and codified in A.R.S. §5-601.02. This legislation allows for distribution of funds to be solicited by cities, towns, and counties for their programs from Arizona Indian Tribes for government services that benefit the general public, which include public safety, mitigation of impacts of gaming, and the promotion of commerce and economic development.

The Compact permits the Nation to allocate 12% of the fees it pays to the State to cities, towns, and counties in the State of Arizona. Many non-profits also request this funding as "pass through dollars" from cities, towns, and counties to support programs within their communities. Because the legislation required that the funds be solicited by a municipality or county, the Town Council approved Resolution 2004-34 on July 1, 2004, which adopted the Town's policy and procedures relating to the Proposition 202 application process for the procurement of funds on behalf of various entities (i.e. as a pass through for funds). A copy of the policy has been provided for reference.

The Fort McDowell Yavapai Nation has awarded a total of \$46,576.14 for FY2016 as follows:

The Fountain Hills Unified School District	\$42,500.00
The Town of Fountain Hills	\$ 4,076.14

**Risk Analysis** (options or alternatives with implications): NA

**Fiscal Impact** (initial and ongoing costs; budget status): NA

**Budget Reference** (page number): NA

**Funding Source:** NA

If Multiple Funds utilized, list here: NA

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Approve

**List Attachment(s):** Resolution 2016-24 with attached Intergovernmental Agreement; Resolution 2004-34 (The Town's pass through policy); and the Fort McDowell Yavapai Nation award letter

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**SUGGESTED MOTION** (for Council use): Move to approve the consent agenda as listed.

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Prepared by:

\_\_\_\_\_  
NA 9/6/2016

Director's Approval:

\_\_\_\_\_  
NA 9/6/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager 9/6/2016

**RESOLUTION 2016-24**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FORT MCDOWELL YAVAPAI NATION RELATING TO PROPOSITION 202 FUNDING.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Intergovernmental Agreement between the Town of Fountain Hills and the Fort McDowell Yavapai Nation relating to Proposition 202 funding for promotion of tourism and other public programs (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
Linda M. Kavanagh, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Grady E. Miller, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION 2016-24

[Agreement]

See following pages.

**Intergovernmental Agreement**

**Between**

**The Town of Fountain Hills and The Fort McDowell Yavapai Nation**

**To**

**Provide Funds for Promoting Public Programs**

**In the Town of Fountain Hills**

**And**

**Surrounding Communities**

**Pursuant To A Tribal Revenue Sharing Agreement**

**Authorized By**

**Section 12 Payment of Regulatory Costs; Tribal Contributions**

**Fort McDowell Yavapai Nation and State of Arizona**

**Gaming Compact 2002,**

**And**

**A.R.S. § 5-601.02**

**Fort McDowell, Arizona**

**Intergovernmental Agreement  
Between  
The Town of Fountain Hills and The Fort McDowell Yavapai Nation to  
Provide Funds for Promoting Tourism and other Public Programs  
in the Town of Fountain Hills and Surrounding Communities**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and the Fort McDowell Yavapai Nation (the "Nation"), a Federally-Recognized Indian Tribe, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions ("Section 12") of the Fort McDowell Yavapai Nation and State of Arizona Gaming Compact 2002 (the "Compact") and A.R.S. § 5-601.02.

**Recitals**

- A. The Town and Nation may enter into an agreement with one another for the distribution of 12% of the Nation's annual contribution under Section 12(b)(1) of the Compact to cities, towns, or counties that benefit the general public or promote commerce and economic development and pursuant to A.R.S. § 5-601.02.
- B. The Nation is authorized by Section 13(A)(15) of Article V, Legislative Branch, of the Constitution of the Fort McDowell Yavapai Nation to consult, negotiate, contract and conclude and perform agreements with Federal, state, local governments and Indian tribes, as well as any person, association, partnership, corporation, government or other private entity.
- C. The Town is authorized by A.R.S. §§ 5-601.02 and 11-952 to enter into agreements with Indian Tribes for the purpose of accepting distributions to cities, towns or counties for governmental services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.
- D. The Town and Nation desire to enter into this Agreement to provide funds for the purpose of promoting tourism and other public programs in the State of Arizona and specifically the Town of Fountain Hills and surrounding communities, as designated by the Nation, hereinafter referred to as the "Designated Entity", as more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- E. The Town and Nation desire to enter into this Agreement to define the terms and conditions of the Nations' funding of the Designated Entity.
- F. The total cost of the Designated Project(s) is: \$61,000.00
- G. The amount of \$46,576.14 is hereby made available for the Designated Entity from revenue generated by the Nation's Gaming Enterprise also known as the Fort McDowell Casino.
- H. The Nation intends to provide \$46,576.14 (the "Funds"), which represents a portion of its contribution pursuant to a Tribal Revenue Sharing Agreement authorized by Section 12 of the Compact and A.R.S. § 5-601.02.

## Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the Nation and the Town, hereby mutually agree as follows:

1. **Designated Entity.** The Designated Entity(s) is the Town and/or a non-profit entity within the Town of Fountain Hills which operates for the public benefit in the Town of Fountain Hills and surrounding areas, as identified in the attached Exhibit A.
2. **Disbursement of Funds.** After receipt of the Funds from the Nation, the Town shall send a payment to such Designated Entity(s) in the amount of the payment received from the Nation as expeditiously as possible.
3. **Consideration and Reliance.** The Nation expressly acknowledges that the Town's promise to accept and disburse to the Designated Entity all Funds received by the Town pursuant to this Agreement is full and adequate consideration and shall render this promise to provide funding irrevocable, and this Agreement shall constitute a binding obligation of the Nation under applicable law.
4. **Limited Duties of Town.** The Nation further expressly agrees that, except as specifically set forth in this Agreement, the Town has no duties under or related to this Agreement other than to receive the Funds and deliver same to the Designated Entity; selection of Designated Entity and determination as to the amount of funding are solely at the discretion of the Nation. The Parties agree that there are no third-party beneficiaries to this Agreement.
5. **Financing; Verification of Payment.**
  - A. *Nation Deposit.* The Nation shall deposit with the Town the amount of \$46,576.14 within thirty (30) days of the Effective Date of this Agreement to be disbursed according the Designated Project amounts in Exhibit A.
  - B. *Verification of Payment.* At the request of the Nation, the Town shall provide a verification of payment to the Designated Entity. The Town's responsibility is limited to disbursement to each Designated Entity and the Town has no further duty with regard to third party, provided that the disbursement is complete.
6. **Inspection and Audit.** To ensure compliance with the Town's limited duties herein, the Nation may inspect any and all records maintained by the Town with respect to the Project upon seven (7) days prior, written notice to the Town. This Section 6 shall survive termination, cancellation, or revocation, whether whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.
7. **Term and Termination of Agreement.**
  - A. *Effective Date.* This Agreement shall be effective on the date it is signed by the Nation's authorized representative.
  - B. *Term.* This Agreement shall commence upon the Effective Date and shall terminate when the funds have been received by the Town and disbursed to the Designated Entity.

- C. *Termination.* The Nation may terminate this Agreement with or without cause at any time prior to providing payment to the Town, provided that such notice shall be in writing and delivered to the parties' designated representatives, as set forth in the Notice section.

**8. Indemnification.**

- A. *Indemnification.* Each party shall indemnify, defend, and hold harmless the other party, its governing body, officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's, and account's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees or agents in performing the duties set forth in this Agreement.
- B. *No Liability for Other Party's Debts and Obligations.* Neither party shall be liable for any debts, accounts, obligations, nor other liabilities whatsoever of the other, including and without limitation the other party's obligation to withhold employment and income taxes for itself or any of its employees.
- C. *Severability.* This Section 8 shall survive termination, cancellation, or revocation, whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this Section 8 shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this Section 8 survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

**9. Interpretation of Agreement.**

- A. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superceded and merged herein.
- B. *Amendment.* This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.
- C. *Construction and Interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.
- D. *Relationship of the Parties.* Neither party shall be deemed to be an employee or agent of the other party to this Agreement.
- E. *Days.* Days shall mean calendar days.
- F. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach and agreement on a substitute provision.

10. **Waiver.** Waiver or delay in enforcement by either party of any breach of a term, covenant, or condition contained herein shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
11. **Notification.** Any notice, communication, or modification shall be given in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the Fort McDowell Yavapai Nation:

Bernadine Burnette, President  
Fort McDowell Yavapai Nation  
P.O. Box 17779  
Fountain Hills, AZ 85269

Diandra Benally, General Counsel  
Fort McDowell Yavapai Nation  
P.O. Box 17779  
Fountain Hills, AZ 85269

For the Town of Fountain Hills:

Grady Miller, Town Manager  
Town of Fountain Hills  
16705 E Avenue of the Fountains  
Fountain Hills, AZ 85268

Andrew J. McGuire  
Town Attorney  
Gust Rosenfeld P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, AZ 85004

12. **Assignment and Delegation.** Neither party shall assign nor delegate any of its rights, interest, obligations, covenants, or performance under this Agreement. Any termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
13. **Non-Waiver of Sovereign Immunity.** Nothing in this Agreement, Exhibit A or the Funding Agreements shall be construed to waive the Sovereign Immunity of the Nation.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The Town of Fountain Hills has caused this Intergovernmental Agreement to be executed by the Mayor, upon resolution of the Town Council and attested by the Clerk of the Town, and the Fort McDowell Yavapai Nation has caused this Intergovernmental Agreement to be executed by the Nation's Tribal Council and attested to by its Clerk.

This Agreement is effective upon signature of a duly appointed representative of the Fort McDowell Yavapai Nation.

**ATTEST:**

**FORT MCDOWELL YAVAPAI NATION**

\_\_\_\_\_  
Selena Castaneda, Secretary  
Fort McDowell Yavapai Nation

\_\_\_\_\_  
Bernadine Burnette  
President, Tribal Council  
Fort McDowell Yavapai Nation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**TOWN OF FOUNTAIN HILLS**

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk  
Town of Fountain Hills

\_\_\_\_\_  
Linda M. Kavanagh, Mayor  
Town of Fountain Hills

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The undersigned attorney acknowledges that he has reviewed the above Agreement on behalf of the FORT MCDOWELL YAVAPAI NATION, and has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the Constitution of the Fort McDowell Yavapai Nation, Section 13(A)(15), Article V Legislative Branch, as adopted October 19, 1999 and approved by the U.S. Deputy Commissioner of Indian Affairs November 12, 1999. This acknowledgement shall not constitute nor be construed as a waiver of the Sovereign Immunity of the Fort McDowell Yavapai Nation.

\_\_\_\_\_  
Diandra Benally, General Counsel      Date  
Fort McDowell Yavapai Nation

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the TOWN OF FOUNTAIN HILLS and (ii) as to the Town of Fountain Hills only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney      Date  
Town of Fountain Hills

**EXHIBIT A  
DESIGNATED ENTITY**

<b>Entity(s)</b>	<b>Purpose</b>	<b>Award</b>	<b>Contact</b>
Town of Fountain Hills – Fountain Hills Unified School District Social Worker/Counselor	Education	\$42,500.00	Dr. Patrick Sweeney
Town of Fountain Hills	Tourism	\$4,076.14	Grady E. Miller
<b>TOTAL</b>		<b>\$46,576.14</b>	



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Administration

**Staff Contact Information:** Craig Rudolphy, Finance Director, 480-816-5162, crudolphy@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of a BUDGET TRANSFER in the amount of \$1,000 from the Economic Development Fund to the Tourism Fund to cover budget overage for fiscal year 2015-16.

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**Applicant:**

**Applicant Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): As Finance was closing out fiscal year 15-16, a review of ending fund balances was completed after all closing entries had been processed. This review indicated that the Tourism Fund has incurred a budget overage in the fund balance for the fund. This transfer will provide funding to restore the fund balance.

**Risk Analysis** (options or alternatives with implications): Without this transfer, the Tourism program will have a budget shortage in their fund balance.

**Fiscal Impact** (initial and ongoing costs; budget status):

**Budget Reference** (page number):

**Funding Source:** NA

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):**

**Staff Recommendation(s):** Approve

**List Attachment(s):** Budget Transfer Form

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**SUGGESTED MOTION** (for Council use): Move to approve BUDGET TRANSFER in the amount of \$1,000.

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Prepared by:

NA 8/25/2015

Director's Approval:

  
Craig Rudolph, Finance Director 9/6/2016

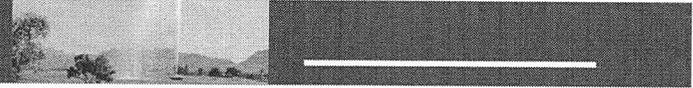
Approved:

  
Grady E Miller, Town Manager 9/6/2016



# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268



08/30/2016 14:42  
BBogdan

TOWN OF FOUNTAIN HILLS  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
bgament

CLERK: BBogdan

YEAR PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2016 12	482								
BUA DEDAD-6904	06/30/2016	TOURISM				TRANSFER OUT	5	1,000.00	
						TRANSFER TO TOURISM			
BUA TOURAD-4904	06/30/2016	TOURISM				TRANSFER IN	5		1,000.00
						TRANSFER TO TOURISM			
BUA ENVAD-4904	06/30/2016	TOURISM				TRANSFER IN	5	1,000.00	
						TRANSFER TO TOURISM			
BUA FINACCT-6904	06/30/2016	TOURISM				TRANSFER OUT	5		1,000.00
						TRANSFER TO TOURISM			
						JOURNAL 2016/12/482	TOTAL	.00	.00



# TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains - Fountain Hills, AZ 85268

08/30/2016 14:42  
BBogdan

## TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2016	12	482	06/30/2016		BUA TOURISM	1				
1	DEDAD 6904		ECON DEVELOP-ADMIN	TRANSFER OUT		139,100.00	1,000.00	140,100.00		
	310-20-10-107-100-0106-6904-			TRANSFER TO TOURISM		06/30/2016				
2	TOURAD 4904		TOURISM ADMINISTRATION	TRANSFER IN		-139,100.00	-1,000.00	-140,100.00		
	320-50-50-506-100-0106-4904-			TRANSFER TO TOURISM		06/30/2016				
3	ENVAD 4904		ENVIROMENTAL ADMIN	TRANSFER IN		-222,479.50	1,000.00	-221,479.50		
	460-20-30-305-000-0106-4904-			TRANSFER TO TOURISM		06/30/2016				
4	FINACCT 6904		FIN-ACCOUNTING	TRANSFER OUT		80,000.00	-1,000.00	79,000.00		
	100-10-10-105-100-0105-6904-			TRANSFER TO TOURISM		06/30/2016				
** JOURNAL TOTAL								0.00		Z

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2017

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Public Works

**Staff Contact Information:** Justin T. Weldy, Street Superintendent, [jweldy@fh.az.gov](mailto:jweldy@fh.az.gov)

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (*Agenda Language*): Consideration of approving Cooperative Purchasing Agreement C2017-043 with Desert Highway Signs for signs and sign hardware in the amount not to exceed \$40,000.00

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**Applicant:** NA

**Applicant Contact Information:** NA

**Owner:** NA

**Owner Contact Information:** NA

**Property Location:** NA

**Related Ordinance, Policy or Guiding Principle:** NA

**Staff Summary** (background): The Town's sign maintenance program oversees 5,405 installed signs and a large number of street name signs. As part of the maintenance program, staff replaces outdated and damaged signs as needed. This contract will insure compliance with State and Federal guidelines and allow for the uninterrupted purchasing of signs and sign hardware as needed. The proposed contract is for an amount not to exceed \$20,000 with one additional renewal for a total contract value of \$40,000.

**Risk Analysis** (options or alternatives with implications): NA

**Fiscal Impact** (initial and ongoing costs; budget status): \$40,000.00

**Budget Reference** (page number): 276

**Funding Source:** Hurf Fund

If Multiple Funds utilized, list here: NA

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Staff recommends approval of the proposed cooperative purchasing agreement

**List Attachment(s):** Cooperative Purchasing Agreement C2017-043, City of Peoria IFB #P16-0065 documents.

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**SUGGESTED MOTION** (for Council use): Motion to approve the Cooperative Purchasing Agreement C2017-043 with Desert Highway Signs, Inc. in the amount not to exceed \$40,000.00

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Prepared by:

  
Justin Weldy, Superintendent of Streets 8/30/2016

Director's Approval:

  
Paul Mood, Public Works Director 8/30/2016

Approved:

  
Grady E. Miller, Town Manager 9/6/2016

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DESERT HIGHWAY SIGNS INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Desert Highway Signs Inc., an Arizona corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona (“Peoria”) entered into Contract No. ACON26816, dated June 24, 2016 (the “Peoria Contract”), for the Vendor to provide street signs and hardware. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Peoria Contract, at its discretion and with the agreement of the awarded Vendor, and the Peoria Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with street signs and hardware, 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 Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 23, 2017 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed for an additional one-year term (the “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in the subsequent year, (ii) the term of the Peoria Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments

approved as part of the Peoria Contract, as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor'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 Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the Peoria Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the specific Materials to the Town in such quantities and configurations agreed upon between the parties, in 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 Peoria Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement and the Peoria Contract will be subject to rejection. Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Peoria 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 Town may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

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

3. Compensation. For the Initial Term, the Town shall pay the Vendor an aggregate amount not to exceed \$20,000.00 for the Materials at the unit rates set forth in the Peoria Contract. Thereafter, for the subsequent Renewal Term, if any, the Town shall pay the Vendor an annual aggregate amount not to exceed \$20,000.00 for the Materials at the unit rates set forth in the Peoria Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$40,000.00.

4. Payments. The Town 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 Peoria 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 Peoria Contract will be subject to rejection and may be returned.

5. 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 of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

7. 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.

8. Agreement Subject to Appropriation. The Town 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 Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town'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 Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved Materials Order, the Peoria 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 Peoria Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town 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

Peoria 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.

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

11. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 10 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

12. 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 Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady E. Miller, Town 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:           Desert Highway Signs Inc.  
7150 West Roosevelt Street, Suite B-137  
Phoenix, Arizona 85043  
Attn: Kevin DeRuiter

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.

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, 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 Town of Fountain Hills.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DESERT HIGHWAY SIGNS INC.

[Peoria Contract]

See following pages.



# City of Peoria, Arizona

## Notice of Invitation for Bid



Invitation for Bid No: **P16-0065**  
 Materials and/or Services: **Street Signs and Hardware**

Bid Due Date: **June 9, 2016**  
 Time: **2:00 P.M. AZ Time**  
 Contact: **Terry Andersen**  
 Phone: **(623) 773-7115**

Location: City of Peoria, Materials Management  
 Mailing Address: 9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package.

### OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Telephone: 623-215-7332 Fax: 248-5706

Name: Kevin DeRuiter

Email: Kevin@DesertHighwaySigns.com

Desert Highway Signs Inc  
 Company Name

[Signature]  
 Authorized Signature for Offer

7150 W Roosevelt St B-137  
 Address

Kevin DeRuiter  
 Printed Name

Phoenix AZ 85043  
 City State Zip Code

President  
 Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:  
Rhonda Geriminsky  
 Rhonda Geriminsky, City Clerk

City of Peoria, Arizona. Eff. Date: 6/24/16

Approved as to form:  
[Signature]  
 City Attorney

Awarded on June 22 2016

[Signature]  
 Dan Zenko, Materials Manager



Copyright 2003 City of Peoria, Arizona

CC

ACON 26816  
 Contract Number

Official File

A C O N 2 6 8 1 6 .

SCANNED



# STANDARD TERMS AND CONDITIONS

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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### 1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
  - d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.
2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.
4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.
5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.
6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
  - b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
    - i. Waive any immaterial defect or informality; or
    - ii. Reject any or all bids, or portions thereof, or
    - iii. Reissue an *Invitation For Bid*.
  - c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



# STANDARD TERMS AND CONDITIONS

## Materials Management Procurement

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Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.



# STANDARD TERMS AND CONDITIONS

## Materials Management Procurement

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Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed,



## STANDARD TERMS AND CONDITIONS

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modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority;



# STANDARD TERMS AND CONDITIONS

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events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this 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. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.



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23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be



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delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.

37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
38. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this Invitation for Bids and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
39. **PROHIBITED POLITICAL CONTRIBUTIONS:** Contractor during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P16-0065**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Street Signs and Hardware**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
11. **Delivery:** Delivery shall be made within ten (10) days of receipt of a purchase order.
12. **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 the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City



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Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
14. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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 the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

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 City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19. **Required Insurance Coverage:**
  - a. Commercial General Liability



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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. 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 this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

**b. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**c. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

20. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.



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22. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
23. **Independent Contractor:**
- a. General
    - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
    - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
  - b. Liability
    - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
    - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.  
  
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.
  - c. Other Benefits  
  
The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.
24. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.  
  
No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
25. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.  
  
Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.



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26. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to [accountspayable@peoriaaz.gov](mailto:accountspayable@peoriaaz.gov).
27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
  - a. A formal announcement from the manufacturer that the product or model has been discontinued.
  - b. Documentation from the manufacturer that names the replacement product or model.
  - c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
32. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
33. **Safety Standards:** All items supplied on this contract shall 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.
34. **Confidential Information:**
  - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.



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- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
35. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
  - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - Ensure that offices and workspaces containing customer information are secure.
  - Ensure that computer virus protection is up to date.
37. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
  - The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.



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Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
  - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
    - i. Deduction from an unpaid balance;
    - ii. Collection against the bid and/or performance bond, or;
    - iii. Any combination of the above or any other remedies as provided by law.
40. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
  - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.
41. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.  
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.
  - b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



# SPECIFICATIONS

Solicitation Number: **P16-0065**

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### **I. INTENT**

The City of Peoria has a requirement for street signs and hardware. It is the City's intent to contract for these items.

The signs and hardware specified are to be stocked by the City's Inventory Control Division to meet the needs of the Streets Department. The specific items required are listed on the Price Sheet portion of the solicitation.

### **II. TECHNICAL SPECIFICATIONS**

#### **A. ALUMINUM TRAFFIC SIGNS**

Each sign shall be degreased, etched, alodine coated in accordance with MIL-C-5541B, packaged for protection from dust and moisture, with the sign blanks ready for application of either paint or reflective sheeting. Each sign shall be made of 5052-H38 or better Alloy, governed by A.S.T.M. specification B-209-73 or latest revisions. Each sign shall be furnished with standard 3/8 inch hole locations and corner radii, unless otherwise noted, as shown on diagram 1- 8.

Traffic signs shall be of .080 (unless otherwise noted) anodized new aluminum with rounded corners, in accordance with the "Manual on Uniform Traffic Control Devices" latest edition, as prepared by the Federal Highway Administration.

#### **B. REFLECTIVE SHEETING**

Reflective Sheeting used in the fabrication of traffic control signs shall meet the requirements of the FHWA specifications FP-96 and ASTM (D 4956) modified as noted hereinafter. All finished signs shall have matched component systems. Sheeting will be classified by type in accordance with Federal Standard Specifications FP-96 and ASTM (D4956) and the following:

##### **1. TYPE IV SHEETING**

Type IV is a high-intensity prismatic retro-reflective sheeting that shall meet or exceed 3M Scotchlite™ High Intensity Grade 3930 Series with 800 Series Process Inks. The sheeting shall be pressure sensitive adhesive.

##### **2. TYPE XI SHEETING**

Type XI is a super-high-intensity retro-reflective sheeting having highest retro-reflective characteristics at long, medium and short road distance as determined by the RA values at 0.2 degrees, 0.5 degrees, and 1.0 observation angle. This material is a non-metallized micro prismatic retro-reflective element material that shall meet or exceed 3M DG3 diamond grade material.

### **III. ESTIMATED QUANTITIES**

This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.



## SPECIFICATIONS

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Where a quantity of one (1) is shown the annual usage quantity is unknown.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

#### IV. PRICING

- A. Listed Items: Bidders shall provide individual pricing, manufacturer name and product number for each item listed on the Price Sheet portion of this solicitation, submitting one price for each item. Bidders shall subtotal requested items.
- B. In addition to prices bid for the items identified on the Price Sheet, the bidder shall also provide a statement of applicable discount percentages off catalog/price list for all other signs and hardware not listed on Price Sheet. The percentage discount offered on the Price Sheet shall also reflect the same percentage discount off on catalog/price list items. Updates on referenced catalog/price lists for discount percentages offered on non-specified items shall be provided at no cost to the City.
- C. The City's intent is to order signs in multiples of ten (10) where practicable.
- D. All prices shall include shipping.

#### V. DELIVERY

Delivery shall be made within ten (10) days of receipt of a purchase order.

#### VI. Brand Names

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.

Any offer which includes an "equal" item must include the specifications for that item.



# PRICE SHEET

## Materials Management Procurement

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Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	<i>Note: The numbers shown for each sign represent the City of Peoria inventory numbers, and should not be mistaken for manufacturer numbers.</i>				
1.	#960 Sign, Blank 24"x6" Part #: <u>080240L</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	40	EA	<u>\$2.60</u>	<u>\$104.00</u>
2.	#964 Sign, Blank 48"x6" Part #: <u>080480G</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	<u>\$5.20</u>	<u>\$5.20</u>
3.	#965 Sign, Blank 12"x12" Part #: <u>0801212</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA.	<u>\$2.60</u>	<u>\$2.60</u>
4.	#966 Sign, Blank 18"x12" Part #: <u>0801812</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	200	EA	<u>\$3.90</u>	<u>\$780.00</u>
5.	968 Sign, Blank 36"x12" Part #: <u>0803612</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	110	EA	<u>\$7.80</u>	<u>\$858.00</u>
6.	#970 Sign, Blank 18"x18" Part #: <u>0801818</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	20	EA	<u>\$5.85</u>	<u>\$117.00</u>
7.	#971 Sign, Blank 24"x18" Part #: <u>0802418</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	150	EA	<u>\$7.80</u>	<u>\$1170.00</u>
8.	#973 Sign, Blank 24"x24" Part #: <u>0802424</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	23	EA	<u>\$10.40</u>	<u>\$239.20</u>
9.	#975 Sign, Blank 36"x24" Part #: <u>0803624</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	30	EA	<u>\$15.60</u>	<u>\$468.00</u>



# PRICE SHEET

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
10.	#976 Sign, Blank 48"x24" Part #: <u>0804824</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	10	EA	\$ <u>20.80</u>	\$ <u>208.00</u>
11.	#977 Sign, Blank 30"x30" Part #: <u>0803030</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	120	EA	\$ <u>16.25</u>	\$ <u>1950.00</u>
12.	#979 Sign, Blank Bare 36"x36" Part #: <u>0803636</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	13	EA	\$ <u>23.40</u>	\$ <u>304.20</u>
13.	#981 Sign, 24"x6" Dbl Face Part #: <u>08024063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	40	EA	\$ <u>6.65</u>	\$ <u>266.00</u>
14.	#982 Sign, 30"x6" Dbl Face Part #: <u>08030063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	20	EA	\$ <u>8.30</u>	\$ <u>166.00</u>
15.	#983 Sign, 36"x6" Dbl Face High Intensity White Part #: <u>08036063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>9.95</u>	\$ <u>9.95</u>
16.	#984 Sign, 42"x6" Dbl Face High Intensity White Part #: <u>08042063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>11.65</u>	\$ <u>11.65</u>
17.	#985 Sign, 48"x6" Dbl Face High Intensity White Part #: <u>08048063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	10	EA	\$ <u>13.30</u>	\$ <u>133.00</u>
18.	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti Film Part #: <u>OM4-208039301160</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	10	EA	\$ <u>14.95</u>	\$ <u>149.50</u>
19.	#991 Sign, Blank 30"x24" requires Type IV Sheeting Part #: <u>08030243930</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	280	EA	\$ <u>22.90</u>	\$ <u>6412.00</u>



# PRICE SHEET

## Materials Management Procurement

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Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
20.	#2064 Sign, Blank, Bare 48"x 30" Part #: <u>0804830</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>26.00</u>	\$ <u>26.00</u>
21.	#2480 Sign, Blank 48"x 36" No Holes Part #: <u>0804834</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>31.20</u>	\$ <u>31.20</u>
22.	#2515 24"x9" Sign Dbl Faced Type IV Part #: <u>08024093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	20	EA	\$ <u>9.90</u>	\$ <u>198.00</u>
23.	#2516 30"x9" Sign Dbl Faced Type IV Part #: <u>08030093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>12.50</u>	\$ <u>12.50</u>
24.	#2517 36"x9" Sign Dbl Faced Type IV Part #: <u>08036093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>14.95</u>	\$ <u>14.95</u>
25.	#2518 42"x9" Sign Dbl Faced Type IV Part #: <u>08042093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	10	EA	\$ <u>17.45</u>	\$ <u>174.50</u>
26.	#2520 36"x30" Blank, Bare, Universal Hole Pat. Part #: <u>0803630</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	10	EA	\$ <u>19.50</u>	\$ <u>195.00</u>
27.	#2522 Sign, 30" School Xing Blank, Bare Part #: <u>08030P</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	20	EA	\$ <u>16.25</u>	\$ <u>325.00</u>
28.	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern Part #: <u>0802412</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	20	EA	\$ <u>5.20</u>	\$ <u>104.00</u>



# PRICE SHEET

## Materials Management Procurement

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Peoria, Arizona 85345-6560  
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Fax: (623) 773-7118

Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
29.	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film Part#: <u>R1-10803039301160</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	30	EA	\$ <u>41.45</u>	\$ <u>1243.50</u>
30.	#3031 30"x12" Sign, Blank Part#: <u>0803012</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>6.50</u>	\$ <u>6.50</u>
31.	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides Part#: <u>0802410</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>4.35</u>	\$ <u>4.35</u>
32.	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12542093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>20.90</u>	\$ <u>20.90</u>
33.	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12548093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>23.90</u>	\$ <u>23.90</u>
34.	36" Sign, Blank, School Xing, Punched Part#: <u>08036P</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
35.	24"x9" Sign, Blank Part#: <u>0802409</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>3.90</u>	\$ <u>3.90</u>
36.	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom Part#: <u>08036C</u> Manufacturer: _____	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
37.	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom Part#: <u>08036TRI</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>10.50</u>	\$ <u>10.50</u>
38.	36"x36" Sign, Blank, Square and Diamond (hole patterns) Part#: <u>0803636</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>



# PRICE SHEET

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Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P16-0065**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
39.	18"x6" Sign, Blank Part#: <u>0801806</u> Manufacturer: <u>DAS</u> <b>See Page 27 Diagram 1</b>	1	EA	\$ <u>1.95</u>	\$ <u>1.95</u>
40.	24"x10" Sign, Blank Part#: <u>0802410</u> Manufacturer: <u>DAS</u> <b>See Page 27 Diagram 1</b>	1	EA	\$ <u>4.30</u>	\$ <u>4.30</u>
Hardware					
<p><i>Note: The City is currently purchasing hardware from Zumar industries. The beginning number for each item represents the City of Peoria inventory number, and should not be mistaken for manufacturer numbers. The part numbers you need to cross reference are at the end of the description and are underlined.</i></p>					
41.	#1008 Bracket, Sign Banding <u>D022</u> - 50/box Part #: <u>D022</u> Manufacturer: <u>BAND-IT</u>	2	BOX	\$ <u>100</u>	\$ <u>200.00</u>
42.	#1009 Bracket, Sign <u>134SF</u> , 5 1/4" W Part #: <u>134SRF</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
43.	#1011 Bracket, Sign <u>922SF</u> , 5 1/4" W Part #: <u>134SRF2</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
44.	#1012 Bracket, Sign <u>990SF</u> , 5 1/4" W Part #: <u>134SRF3</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
45.	Bracket, Sign 12" Round Part#: <u>23QRD12</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>
46.	Bracket, Sign 12" Square Part#: <u>134SRF12</u> Manufacturer: _____	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>
47.	Bracket, Sign 12" Cross Part#: <u>812F9DX</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>



# PRICE SHEET

## Materials Management Procurement

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Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P16-0065**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
48.	#1013 Branding Metal 100"x.030 Ga. Part #: <u>C209</u> Manufacturer: <u>BAND-IT</u>	8	EA	\$ <u>58.75</u>	\$ <u>470.00</u>
49.	#1015 Buckle, Sign Banding 1/2" Part #: <u>C254</u> Manufacturer: <u>BAND-IT</u> 100/BOX	3	<del>EA</del> BOX	<del>\$ .43</del> 43.00	<del>\$ 1.29</del> 129.00
50.	#1016 Post, Square, 1 3/4" sq. x 144" 12 gauge Part #: <u>137514412GA</u> Manufacturer: <u>X2</u>	1	EA	\$ <u>40.95</u>	\$ <u>40.95</u>
51.	#1018 Post, Square, 2" sq. x 30" long 12 gauge Part #: <u>230ANC12GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>9.30</u>	\$ <u>930.00</u>
52.	#1019 Post, Square, 1 3/4" sq. x 120" 12 gauge Part #: <u>137512012GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>34.50</u>	\$ <u>3450.00</u>

Delivery shall be made 7-10 days ARO

Discount offered off price sheet/catalog for signs  
20 %

Discount offered off price sheet/catalog for hardware  
20 %

Subtotal:

Tax Rate 8.6 % Taxes:

Total:

\$ 21,099.40 JA  
~~\$ 20,971.69~~  
~~\$ 1,803.57~~ #1814.55 JA  
~~\$ 22,775.26~~  
22,913.95 JA

**READY MADE TRAFFIC SIGN PRICING .063 GAUGE ALUMINUM**

Type	Colors: One	Colors: Two	Graffiti Film	Description
Standard Sign	\$ 3.75	\$ 4.10	\$ 2.30	ASTM Type I Engineering Grade
Standard Sign	\$ 4.75	\$ 5.20	\$ 2.30	ASTM Type IV High Intensity Prismatic
Standard Sign	\$ 7.30	\$ 8.00	\$ 2.30	ASTM Type XI Diamond Grade
Standard Sign	\$ 6.40	\$ 7.00	\$ 2.30	Diamond Grade Fluorescent Orange
Special Sign	\$ 4.50	\$ 5.00	\$ 2.30	ASTM Type I Engineering Grade
Special Sign	\$ 5.70	\$ 6.35	\$ 2.30	ASTM Type IV High Intensity Prismatic
Special Sign	\$ 8.80	\$ 9.75	\$ 2.30	ASTM Type XI Diamond Grade
Special Sign	\$ 7.70	\$ 8.55	\$ 2.30	Diamond Grade Fluorescent Orange

**READY MADE TRAFFIC SIGN PRICING .080 GAUGE ALUMINUM**

Type	Colors: One	Colors: Two	Graffiti Film	Description
Standard Sign	\$ 4.15	\$ 4.55	\$ 2.30	ASTM Type I Engineering Grade
Standard Sign	\$ 5.20	\$ 5.65	\$ 2.30	ASTM Type IV High Intensity Prismatic
Standard Sign	\$ 7.75	\$ 8.45	\$ 2.30	ASTM Type XI Diamond Grade
Standard Sign	\$ 6.85	\$ 7.45	\$ 2.30	Diamond Grade Fluorescent Orange
Special Sign	\$ 4.95	\$ 5.50	\$ 2.30	ASTM Type I Engineering Grade
Special Sign	\$ 6.25	\$ 6.90	\$ 2.30	ASTM Type IV High Intensity Prismatic
Special Sign	\$ 9.30	\$ 10.30	\$ 2.30	ASTM Type XI Diamond Grade
Special Sign	\$ 8.20	\$ 9.10	\$ 2.30	Diamond Grade Fluorescent Orange

**READY MADE TRAFFIC SIGN PRICING .100 GAUGE ALUMINUM**

Type	Colors: One	Colors: Two	Graffiti Film	Description
Standard Sign	\$ 5.80	\$ 6.35	\$ 2.30	ASTM Type I Engineering Grade
Standard Sign	\$ 6.80	\$ 7.45	\$ 2.30	ASTM Type IV High Intensity Prismatic
Standard Sign	\$ 9.40	\$ 10.25	\$ 2.30	ASTM Type XI Diamond Grade
Standard Sign	\$ 8.50	\$ 9.25	\$ 2.30	Diamond Grade Fluorescent Orange
Special Sign	\$ 7.00	\$ 7.80	\$ 2.30	ASTM Type I Engineering Grade
Special Sign	\$ 8.20	\$ 9.10	\$ 2.30	ASTM Type IV High Intensity Prismatic
Special Sign	\$ 11.30	\$ 12.60	\$ 2.30	ASTM Type XI Diamond Grade
Special Sign	\$ 10.20	\$ 11.30	\$ 2.30	Diamond Grade Fluorescent Orange

**READY MADE TRAFFIC SIGN PRICING .125 GAUGE ALUMINUM**

Type	Colors: One	Colors: Two	Graffiti Film	Description
Standard Sign	\$ 5.85	\$ 6.35	\$ 2.30	ASTM Type I Engineering Grade
Standard Sign	\$ 6.85	\$ 7.45	\$ 2.30	ASTM Type IV High Intensity Prismatic
Standard Sign	\$ 9.40	\$ 10.25	\$ 2.30	ASTM Type XI Diamond Grade
Standard Sign	\$ 8.50	\$ 9.25	\$ 2.30	Diamond Grade Fluorescent Orange
Special Sign	\$ 7.00	\$ 7.80	\$ 2.30	ASTM Type I Engineering Grade
Special Sign	\$ 8.20	\$ 9.10	\$ 2.30	ASTM Type IV High Intensity Prismatic
Special Sign	\$ 11.30	\$ 12.55	\$ 2.30	ASTM Type XI Diamond Grade
Special Sign	\$ 10.50	\$ 11.30	\$ 2.30	Diamond Grade Fluorescent Orange

**READY MADE TRAFFIC SIGN FACES (NO ALUMINUM)**

Type	Colors: One	Colors: Two	Graffiti Film	Description
Standard Sign	\$ 1.25	\$ 1.35	\$ 2.30	ASTM Type I Engineering Grade
Standard Sign	\$ 2.30	\$ 2.50	\$ 2.30	ASTM Type IV High Intensity Prismatic
Standard Sign	\$ 4.85	\$ 5.25	\$ 2.30	ASTM Type XI Diamond Grade
Standard Sign	\$ 3.95	\$ 4.30	\$ 2.30	Diamond Grade Fluorescent Orange
Special Sign	\$ 1.50	\$ 1.65	\$ 2.30	ASTM Type I Engineering Grade
Special Sign	\$ 2.75	\$ 3.00	\$ 2.30	ASTM Type IV High Intensity Prismatic
Special Sign	\$ 5.80	\$ 6.45	\$ 2.30	ASTM Type XI Diamond Grade
Special Sign	\$ 4.70	\$ 5.25	\$ 2.30	Diamond Grade Fluorescent Orange

## ALUMINUM SIGN BLANKS

Type	Catalog Price	Discount	Unit Price	Description
.080 Bare Aluminum Sign Blank	\$ 1.82	20%	\$ 1.46	12"x6"x.080
.080 Bare Aluminum Sign Blank	\$ 3.65	20%	\$ 2.92	12"x12"x.080
.080 Bare Aluminum Sign Blank	\$ 5.47	20%	\$ 4.38	12"x18"x.080
.080 Bare Aluminum Sign Blank	\$ 7.29	20%	\$ 5.83	12"x24"x.080
.080 Bare Aluminum Sign Blank	\$ 9.11	20%	\$ 7.29	12"x30"x.080
.080 Bare Aluminum Sign Blank	\$ 10.94	20%	\$ 8.75	12"x36"x.080
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	12"x48"x.080
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	24"x24"x.080
.080 Bare Aluminum Sign Blank	\$ 18.23	20%	\$ 14.58	24"x30"x.080
.080 Bare Aluminum Sign Blank	\$ 21.88	20%	\$ 17.50	24"x36"x.080
.080 Bare Aluminum Sign Blank	\$ 29.17	20%	\$ 23.33	24"x48"x.080
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30"x30"x.080
.080 Bare Aluminum Sign Blank	\$ 27.34	20%	\$ 21.88	30"x36"x.080
.080 Bare Aluminum Sign Blank	\$ 36.46	20%	\$ 29.17	30"x48"x.080
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36"x36"x.080
.080 Bare Aluminum Sign Blank	\$ 43.75	20%	\$ 35.00	36"x48"x.080
.080 Bare Aluminum Sign Blank	\$ 49.22	20%	\$ 39.38	36"x54"x.080
.080 Bare Aluminum Sign Blank	\$ 87.50	20%	\$ 70.00	36"x96"x.080
.080 Bare Aluminum Sign Blank	\$ 58.33	20%	\$ 46.67	48"x48"x.080
.080 Bare Aluminum Sign Blank	\$ 72.92	20%	\$ 58.33	48"x60"x.080
.080 Bare Aluminum Sign Blank	\$ 116.67	20%	\$ 93.33	48"x96"x.080
.080 Bare Aluminum Sign Blank	\$ 109.38	20%	\$ 87.50	30"x144"x.080
.080 Bare Aluminum Sign Blank	\$ 131.25	20%	\$ 105.00	36"x144"x.080
.080 Bare Aluminum Sign Blank	\$ 175.00	20%	\$ 140.00	48"x144"x.080
.125 Bare Aluminum Sign Blank	\$ 28.96	20%	\$ 23.17	24"x30"x.125
.125 Bare Aluminum Sign Blank	\$ 34.75	20%	\$ 27.80	24"x36"x.125
.125 Bare Aluminum Sign Blank	\$ 46.33	20%	\$ 37.07	24"x48"x.125
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30"x30"x.125
.125 Bare Aluminum Sign Blank	\$ 43.44	20%	\$ 34.75	30"x36"x.125
.125 Bare Aluminum Sign Blank	\$ 57.92	20%	\$ 46.33	30"x48"x.125
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36"x36"x.125
.125 Bare Aluminum Sign Blank	\$ 69.50	20%	\$ 55.60	36"x48"x.125
.125 Bare Aluminum Sign Blank	\$ 78.19	20%	\$ 62.55	36"x54"x.125
.125 Bare Aluminum Sign Blank	\$ 139.00	20%	\$ 111.20	36"x96"x.125
.125 Bare Aluminum Sign Blank	\$ 92.67	20%	\$ 74.13	48"x48"x.125
.125 Bare Aluminum Sign Blank	\$ 115.83	20%	\$ 92.67	48"x60"x.125
.125 Bare Aluminum Sign Blank	\$ 185.33	20%	\$ 148.27	48"x96"x.125
.125 Bare Aluminum Sign Blank	\$ 173.75	20%	\$ 139.00	30"x144"x.125
.125 Bare Aluminum Sign Blank	\$ 208.50	20%	\$ 166.80	36"x144"x.125
.125 Bare Aluminum Sign Blank	\$ 278.00	20%	\$ 222.40	48"x144"x.125
<b>.080 MISCELLANEOUS SIZES</b>	\$ 3.75	20%	\$ 3.00	
<b>.125 MISCELLANEOUS SIZES</b>	\$ 5.73	20%	\$ 4.58	

**ALUMINUM PRE-FABRICATED BLANKS**

Type	Catalog Price	Discount	Unit Price	Description
.080 Bare Aluminum Sign Blank	\$ 8.20	20%	\$ 6.56	18" Octagon
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	24" Octagon
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Octagon
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36" Octagon
.080 Bare Aluminum Sign Blank	\$ 44.66	20%	\$ 35.73	42" Octagon
.080 Bare Aluminum Sign Blank	\$ 58.33	20%	\$ 46.67	48" Octagon
.080 Bare Aluminum Sign Blank	\$ 6.31	20%	\$ 5.05	24" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 9.87	20%	\$ 7.89	30" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 14.21	20%	\$ 11.37	36" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 25.26	20%	\$ 20.21	48" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Pentagon
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36" Pentagon
.080 Bare Aluminum Sign Blank	\$ 58.33	20%	\$ 46.67	48" Pentagon
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Circle
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36" Circle
.080 Bare Aluminum Sign Blank	\$ 8.20	20%	\$ 6.56	18" Square
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	24" Square
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Square
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36" Square
.080 Bare Aluminum Sign Blank	\$ 58.33	20%	\$ 46.67	48" Square
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	24" Diamond
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Diamond
.080 Bare Aluminum Sign Blank	\$ 32.81	20%	\$ 26.25	36" Diamond
.080 Bare Aluminum Sign Blank	\$ 58.33	20%	\$ 46.67	48" Diamond
.080 Bare Aluminum Sign Blank	\$ 14.58	20%	\$ 11.67	24" Interstate Shield
.080 Bare Aluminum Sign Blank	\$ 22.79	20%	\$ 18.23	30" Intertate Shield

.125 Bare Aluminum Sign Blank	\$ 13.03	20%	\$ 10.43	18" Octagon
.125 Bare Aluminum Sign Blank	\$ 23.17	20%	\$ 18.53	24" Octagon
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Octagon
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36" Octagon
.125 Bare Aluminum Sign Blank	\$ 70.95	20%	\$ 56.76	42" Octagon
.125 Bare Aluminum Sign Blank	\$ 92.67	20%	\$ 74.13	48" Octagon
.125 Bare Aluminum Sign Blank	\$ 10.03	20%	\$ 8.02	24" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 15.67	20%	\$ 12.54	30" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 22.57	20%	\$ 18.06	36" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 40.12	20%	\$ 32.10	48" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Pentagon
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36" Pentagon
.125 Bare Aluminum Sign Blank	\$ 92.67	20%	\$ 74.13	48" Pentagon
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Circle
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36" Circle
.125 Bare Aluminum Sign Blank	\$ 13.03	20%	\$ 10.43	18" Square
.125 Bare Aluminum Sign Blank	\$ 23.17	20%	\$ 18.53	24" Square
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Square
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36" Square
.125 Bare Aluminum Sign Blank	\$ 92.67	20%	\$ 74.13	48" Square
.125 Bare Aluminum Sign Blank	\$ 23.17	20%	\$ 18.53	24" Diamond
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Diamond
.125 Bare Aluminum Sign Blank	\$ 52.13	20%	\$ 41.70	36" Diamond
.125 Bare Aluminum Sign Blank	\$ 92.67	20%	\$ 74.13	48" Diamond
.125 Bare Aluminum Sign Blank	\$ 23.17	20%	\$ 18.53	24" Interstate Shield
.125 Bare Aluminum Sign Blank	\$ 36.20	20%	\$ 28.96	30" Intertate Shield

### SHEETED SIGN BLANKS

Type	TYPE IV HIP	TYPE XI DG	Description
.080 Sheeted Aluminum Blank	\$ 2.6	\$ 3.9	12"x6"x.080
.080 Sheeted Aluminum Blank	\$ 5.2	\$ 7.8	12"x12"x.080
.080 Sheeted Aluminum Blank	\$ 7.8	\$ 11.6	12"x18"x.080
.080 Sheeted Aluminum Blank	\$ 10.4	\$ 15.5	12"x24"x.080
.080 Sheeted Aluminum Blank	\$ 13.0	\$ 19.4	12"x30"x.080
.080 Sheeted Aluminum Blank	\$ 15.6	\$ 23.3	12"x36"x.080
.080 Sheeted Aluminum Blank	\$ 20.7	\$ 31.0	12"x48"x.080
.080 Sheeted Aluminum Blank	\$ 20.7	\$ 31.0	24"x24"x.080
.080 Sheeted Aluminum Blank	\$ 25.9	\$ 38.8	24"x30"x.080
.080 Sheeted Aluminum Blank	\$ 31.1	\$ 46.5	24"x36"x.080
.080 Sheeted Aluminum Blank	\$ 41.5	\$ 62.0	24"x48"x.080
.080 Sheeted Aluminum Blank	\$ 32.4	\$ 48.4	30"x30"x.080
.080 Sheeted Aluminum Blank	\$ 38.9	\$ 58.1	30"x36"x.080
.080 Sheeted Aluminum Blank	\$ 51.8	\$ 77.5	30"x48"x.080
.080 Sheeted Aluminum Blank	\$ 46.7	\$ 69.8	36"x36"x.080
.080 Sheeted Aluminum Blank	\$ 62.2	\$ 93.0	36"x48"x.080
.080 Sheeted Aluminum Blank	\$ 70.0	\$ 104.6	36"x54"x.080
.080 Sheeted Aluminum Blank	\$ 124.4	\$ 186.0	36"x96"x.080
.080 Sheeted Aluminum Blank	\$ 82.9	\$ 124.0	48"x48"x.080
.080 Sheeted Aluminum Blank	\$ 103.7	\$ 155.0	48"x60"x.080
.080 Sheeted Aluminum Blank	\$ 165.9	\$ 248.0	48"x96x.080
.125 Sheeted Aluminum Sign Blank	\$ 34.3	\$ 47.1	24"x30"x.125
.125 Sheeted Aluminum Sign Blank	\$ 41.1	\$ 56.5	24"x36"x.125
.125 Sheeted Aluminum Sign Blank	\$ 54.8	\$ 75.3	24"x48"x.125
.125 Sheeted Aluminum Sign Blank	\$ 42.8	\$ 58.9	30"x30"x.125
.125 Sheeted Aluminum Sign Blank	\$ 51.4	\$ 70.6	30"x36"x.125
.125 Sheeted Aluminum Sign Blank	\$ 68.5	\$ 94.2	30"x48"x.125
.125 Sheeted Aluminum Sign Blank	\$ 61.7	\$ 84.8	36"x36"x.125
.125 Sheeted Aluminum Sign Blank	\$ 82.2	\$ 113.0	36"x48"x.125
.125 Sheeted Aluminum Sign Blank	\$ 92.5	\$ 127.1	36"x54"x.125
.125 Sheeted Aluminum Sign Blank	\$ 164.4	\$ 226.0	36"x96"x.125
.125 Sheeted Aluminum Sign Blank	\$ 109.6	\$ 150.7	48"x48"x.125
.125 Sheeted Aluminum Sign Blank	\$ 137.0	\$ 188.3	48"x60"x.125
.125 Sheeted Aluminum Sign Blank	\$ 219.2	\$ 301.3	48"x96x.125
<b>.080 MISCELLANEOUS SIZES</b>	\$ 5.2	\$ 7.8	
<b>.125 MISCELLANEOUS SIZES</b>	\$ 6.9	\$ 9.4	

### ALUMINUM PRE-FABRICATED BLANKS

Type	Catalog Price	Discount	Description
.080 Bare Aluminum Sign Blank	\$ 11.7	\$ 17.4	18" Octagon
.080 Bare Aluminum Sign Blank	\$ 20.7	\$ 31.0	24" Octagon
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Octagon
.080 Bare Aluminum Sign Blank	\$ 46.7	\$ 69.8	36" Octagon
.080 Bare Aluminum Sign Blank	\$ 63.5	\$ 94.9	42" Octagon
.080 Bare Aluminum Sign Blank	\$ 82.9	\$ 124.0	48" Octagon
.080 Bare Aluminum Sign Blank	\$ 9.0	\$ 13.4	24" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 14.0	\$ 21.0	30" Triangle (Yield)

.080 Bare Aluminum Sign Blank	\$ 20.2	\$ 30.2	36" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 35.9	\$ 53.7	48" Triangle (Yield)
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Pentagon
.080 Bare Aluminum Sign Blank	\$ 46.7	\$ 69.8	36" Pentagon
.080 Bare Aluminum Sign Blank	\$ 82.9	\$ 124.0	48" Pentagon
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Circle
.080 Bare Aluminum Sign Blank	\$ 46.7	\$ 69.8	36" Circle
.080 Bare Aluminum Sign Blank	\$ 11.7	\$ 17.4	18" Square
.080 Bare Aluminum Sign Blank	\$ 20.7	\$ 31.0	24" Square
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Square
.080 Bare Aluminum Sign Blank	\$ 46.7	\$ 69.8	36" Square
.080 Bare Aluminum Sign Blank	\$ 82.9	\$ 124.0	48" Square
.080 Bare Aluminum Sign Blank	\$ 20.7	\$ 31.0	24" Diamond
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Diamond
.080 Bare Aluminum Sign Blank	\$ 46.7	\$ 69.8	36" Diamond
.080 Bare Aluminum Sign Blank	\$ 82.9	\$ 124.0	48" Diamond
.080 Bare Aluminum Sign Blank	\$ 20.7	\$ 31.0	24" Interstate Shield
.080 Bare Aluminum Sign Blank	\$ 32.4	\$ 48.4	30" Intertate Shield
.125 Bare Aluminum Sign Blank	\$ 15.6	\$ 21.2	18" Octagon
.125 Bare Aluminum Sign Blank	\$ 27.7	\$ 37.7	24" Octagon
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Octagon
.125 Bare Aluminum Sign Blank	\$ 62.3	\$ 84.8	36" Octagon
.125 Bare Aluminum Sign Blank	\$ 84.7	\$ 115.4	42" Octagon
.125 Bare Aluminum Sign Blank	\$ 110.7	\$ 150.7	48" Octagon
.125 Bare Aluminum Sign Blank	\$ 12.0	\$ 16.3	24" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 18.7	\$ 25.5	30" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 27.0	\$ 36.7	36" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 47.9	\$ 65.2	48" Triangle (Yield)
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Pentagon
.125 Bare Aluminum Sign Blank	\$ 62.3	\$ 84.8	36" Pentagon
.125 Bare Aluminum Sign Blank	\$ 110.7	\$ 150.7	48" Pentagon
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Circle
.125 Bare Aluminum Sign Blank	\$ 62.3	\$ 84.8	36" Circle
.125 Bare Aluminum Sign Blank	\$ 15.6	\$ 21.2	18" Square
.125 Bare Aluminum Sign Blank	\$ 27.7	\$ 37.7	24" Square
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Square
.125 Bare Aluminum Sign Blank	\$ 62.3	\$ 84.8	36" Square
.125 Bare Aluminum Sign Blank	\$ 110.7	\$ 150.7	48" Square
.125 Bare Aluminum Sign Blank	\$ 27.7	\$ 37.7	24" Diamond
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Diamond
.125 Bare Aluminum Sign Blank	\$ 62.3	\$ 84.8	36" Diamond
.125 Bare Aluminum Sign Blank	\$ 110.7	\$ 150.7	48" Diamond
.125 Bare Aluminum Sign Blank	\$ 27.7	\$ 37.7	24" Interstate Shield
.125 Bare Aluminum Sign Blank	\$ 43.2	\$ 58.9	30" Intertate Shield

**SHEETED STREET NAME SIGN BLANKS**

Type	TYPE IV HIP	TYPE XI DG	Description
.080 TWO-SIDED	\$ 7.53	\$ 12.67	24"X6"
.080 TWO-SIDED	\$ 9.42	\$ 15.83	30"X6
.080 TWO-SIDED	\$ 11.30	\$ 19.00	36"X6
.080 TWO-SIDED	\$ 13.18	\$ 22.17	42"X6"
.080 TWO-SIDED	\$ 15.07	\$ 25.33	48"X6"
.080 TWO-SIDED	\$ 8.78	\$ 14.78	24"X7"
.080 TWO-SIDED	\$ 10.98	\$ 18.47	30"X7"
.080 TWO-SIDED	\$ 13.18	\$ 22.17	36"X7"
.080 TWO-SIDED	\$ 15.38	\$ 25.87	42"X7"
.080 TWO-SIDED	\$ 17.58	\$ 29.55	48"X7"
.080 TWO-SIDED	\$ 10.05	\$ 16.88	24"X8"
.080 TWO-SIDED	\$ 12.55	\$ 21.12	30"X8"
.080 TWO-SIDED	\$ 15.07	\$ 25.33	36"X8"
.080 TWO-SIDED	\$ 20.08	\$ 33.78	48"X8"
.080 TWO-SIDED	\$ 11.30	\$ 19.00	24"X9"
.080 TWO-SIDED	\$ 14.13	\$ 23.75	30"X9"
.080 TWO-SIDED	\$ 16.95	\$ 28.50	36"X9"
.080 TWO-SIDED	\$ 19.78	\$ 33.25	42"X9"
.080 TWO-SIDED	\$ 22.60	\$ 36.67	48"X9"
.080 TWO-SIDED	\$ 25.43	\$ 42.75	54"X9"
.080 TWO-SIDED	\$ 15.07	\$ 25.33	24"X12"
.080 TWO-SIDED	\$ 18.83	\$ 31.67	30"X12"
.080 TWO-SIDED	\$ 22.60	\$ 38.00	36"X12"
.080 TWO-SIDED	\$ 30.13	\$ 50.67	48"X12"
.080 TWO-SIDED	\$ 33.90	\$ 57.00	54"X12"
.080 TWO-SIDED	\$ 40.18	\$ 67.55	64"X12"
.080 TWO-SIDED	\$ 45.20	\$ 76.00	72"X12"
.125 TWO-SIDED	\$ 9.03	\$ 14.17	24"X6"
.125 TWO-SIDED	\$ 11.30	\$ 17.72	30"X6
.125 TWO-SIDED	\$ 13.55	\$ 21.25	36"X6
.125 TWO-SIDED	\$ 15.82	\$ 24.80	42"X6"
.125 TWO-SIDED	\$ 18.07	\$ 28.33	48"X6"
.125 TWO-SIDED	\$ 10.53	\$ 16.53	24"X7"
.125 TWO-SIDED	\$ 13.17	\$ 20.67	30"X7"
.125 TWO-SIDED	\$ 15.82	\$ 24.80	36"X7"
.125 TWO-SIDED	\$ 18.45	\$ 28.92	42"X7"
.125 TWO-SIDED	\$ 21.08	\$ 33.05	48"X7"
.125 TWO-SIDED	\$ 12.05	\$ 18.88	24"X8"
.125 TWO-SIDED	\$ 15.05	\$ 23.62	30"X8"
.125 TWO-SIDED	\$ 18.07	\$ 28.33	36"X8"
.125 TWO-SIDED	\$ 24.08	\$ 37.78	48"X8"
.125 TWO-SIDED	\$ 13.55	\$ 21.25	24"X9"
.125 TWO-SIDED	\$ 16.93	\$ 26.57	30"X9"
.125 TWO-SIDED	\$ 20.33	\$ 31.88	36"X9"
.125 TWO-SIDED	\$ 23.72	\$ 37.18	42"X9"
.125 TWO-SIDED	\$ 27.10	\$ 42.50	48"X9"
.125 TWO-SIDED	\$ 30.48	\$ 47.82	54"X9"
.125 TWO-SIDED	\$ 18.07	\$ 28.33	24"X12"
.125 TWO-SIDED	\$ 22.58	\$ 35.42	30"X12"
.125 TWO-SIDED	\$ 27.10	\$ 42.50	36"X12"

.125 TWO-SIDED	\$ 36.13	\$ 56.67	48"X12"
.125 TWO-SIDED	\$ 40.65	\$ 63.75	54"X12"
.125 TWO-SIDED	\$ 48.18	\$ 75.55	64"X12"
.125 TWO-SIDED	\$ 54.20	\$ 85.00	72"X12"
EXTRUDED TWO-SIDED	\$ 15.83	\$ 23.53	24"X9"
EXTRUDED TWO-SIDED	\$ 19.80	\$ 29.42	30"X9"
EXTRUDED TWO-SIDED	\$ 23.75	\$ 35.30	36"X9"
EXTRUDED TWO-SIDED	\$ 31.67	\$ 47.07	48"X9"
EXTRUDED TWO-SIDED	\$ 31.10	\$ 41.67	24"X12"
EXTRUDED TWO-SIDED	\$ 38.92	\$ 52.08	30"X12"
EXTRUDED TWO-SIDED	\$ 46.67	\$ 62.50	36"X12"
EXTRUDED TWO-SIDED	\$ 62.20	\$ 83.33	48"X12"
<b>MISC 6" SIZES (PRICE PER LF)</b>	\$ 3.75	\$ 6.30	.080 GAUGE
<b>MISC 9" SIZES (PRICE PER LF)</b>	\$ 9.45	\$ 13.25	.080 GAUGE
<b>MISC 12" SIZES (PRICE PER LF)</b>	\$ 9.17	\$ 14.25	.125 GAUGE
<b>MISC SIZES (PRICE PER LF)</b>	\$ 5.50	\$ 8.08	6" EXTRUDED
<b>MISC SIZES (PRICE PER LF)</b>	\$ 7.92	\$ 11.77	9" EXTRUDED
<b>MISC SIZES (PRICE PER LF)</b>	\$ 17.08	\$ 20.67	12"EXTRUDED

**FINISHED STREET NAME SIGNS**

Type	TYPE IV HIP	TYPE XI DG	Description
.080 TWO-SIDED	\$ 14.27	\$ 21.33	24"X6"
.080 TWO-SIDED	\$ 17.84	\$ 26.67	30"X6
.080 TWO-SIDED	\$ 21.40	\$ 32.00	36"X6
.080 TWO-SIDED	\$ 24.98	\$ 37.33	42"X6"
.080 TWO-SIDED	\$ 28.53	\$ 42.67	48"X6"
.080 TWO-SIDED	\$ 16.64	\$ 25.56	24"X7"
.080 TWO-SIDED	\$ 20.80	\$ 31.11	30"X7"
.080 TWO-SIDED	\$ 24.98	\$ 37.33	36"X7"
.080 TWO-SIDED	\$ 29.13	\$ 43.56	42"X7"
.080 TWO-SIDED	\$ 33.29	\$ 49.78	48"X7"
.080 TWO-SIDED	\$ 19.02	\$ 28.44	24"X8"
.080 TWO-SIDED	\$ 23.78	\$ 35.56	30"X8"
.080 TWO-SIDED	\$ 28.53	\$ 42.67	36"X8"
.080 TWO-SIDED	\$ 38.04	\$ 56.89	48"X8"
.080 TWO-SIDED	\$ 21.40	\$ 32.00	24"X9"
.080 TWO-SIDED	\$ 26.76	\$ 40.00	30"X9"
.080 TWO-SIDED	\$ 32.11	\$ 48.00	36"X9"
.080 TWO-SIDED	\$ 37.44	\$ 56.00	42"X9"
.080 TWO-SIDED	\$ 42.80	\$ 64.00	48"X9"
.080 TWO-SIDED	\$ 48.16	\$ 72.00	54"X9"
.080 TWO-SIDED	\$ 28.53	\$ 42.67	24"X12"
.080 TWO-SIDED	\$ 35.67	\$ 53.33	30"X12"
.080 TWO-SIDED	\$ 42.80	\$ 64.00	36"X12"
.080 TWO-SIDED	\$ 57.07	\$ 85.33	48"X12"
.080 TWO-SIDED	\$ 64.20	\$ 96.00	54"X12"
.080 TWO-SIDED	\$ 76.09	\$ 113.78	64"X12"
.080 TWO-SIDED	\$ 85.60	\$ 128.00	72"X12"
.125 TWO-SIDED	\$ 16.27	\$ 23.36	24"X6"
.125 TWO-SIDED	\$ 20.33	\$ 29.18	30"X6
.125 TWO-SIDED	\$ 24.40	\$ 35.00	36"X6
.125 TWO-SIDED	\$ 28.47	\$ 40.84	42"X6"
.125 TWO-SIDED	\$ 32.53	\$ 46.67	48"X6"
.125 TWO-SIDED	\$ 18.98	\$ 27.22	24"X7"
.125 TWO-SIDED	\$ 23.73	\$ 34.02	30"X7"
.125 TWO-SIDED	\$ 28.47	\$ 40.84	36"X7"
.125 TWO-SIDED	\$ 33.22	\$ 47.64	42"X7"
.125 TWO-SIDED	\$ 37.96	\$ 54.44	48"X7"
.125 TWO-SIDED	\$ 21.69	\$ 31.11	24"X8"
.125 TWO-SIDED	\$ 27.11	\$ 38.89	30"X8"
.125 TWO-SIDED	\$ 32.53	\$ 46.67	36"X8"
.125 TWO-SIDED	\$ 43.38	\$ 62.22	48"X8"
.125 TWO-SIDED	\$ 24.40	\$ 35.00	24"X9"
.125 TWO-SIDED	\$ 30.51	\$ 43.76	30"X9"
.125 TWO-SIDED	\$ 36.60	\$ 52.51	36"X9"
.125 TWO-SIDED	\$ 42.71	\$ 61.24	42"X9"
.125 TWO-SIDED	\$ 48.80	\$ 70.00	48"X9"
.125 TWO-SIDED	\$ 54.91	\$ 78.76	54"X9"
.125 TWO-SIDED	\$ 32.53	\$ 46.67	24"X12"
.125 TWO-SIDED	\$ 40.67	\$ 58.33	30"X12"
.125 TWO-SIDED	\$ 48.80	\$ 70.00	36"X12"

.125 TWO-SIDED	\$ 65.07	\$ 93.33	48"X12"
.125 TWO-SIDED	\$ 73.20	\$ 105.00	54"X12"
.125 TWO-SIDED	\$ 86.76	\$ 124.44	64"X12"
.125 TWO-SIDED	\$ 97.60	\$ 140.00	72"X12"
EXTRUDED TWO-SIDED	\$ 31.11	\$ 38.04	24"X9"
EXTRUDED TWO-SIDED	\$ 34.71	\$ 47.56	30"X9"
EXTRUDED TWO-SIDED	\$ 42.71	\$ 58.11	36"X9"
EXTRUDED TWO-SIDED	\$ 56.47	\$ 77.00	48"X9"
EXTRUDED TWO-SIDED	\$ 68.51	\$ 85.62	30"X12"
EXTRUDED TWO-SIDED	\$ 75.56	\$ 96.07	36"X12"
EXTRUDED TWO-SIDED	\$ 101.11	\$ 128.00	48"X12"
<b>MISC 6" SIZES (PRICE PER LF)</b>	\$ 7.13	\$ 10.67	.080 GAUGE
<b>MISC 9" SIZES (PRICE PER LF)</b>	\$ 10.78	\$ 16.00	.080 GAUGE
<b>MISC 12" SIZES (PRICE PER LF)</b>	\$ 12.20	\$ 23.33	.125 GAUGE
<b>MISC SIZES (PRICE PER LF)</b>	\$ 9.56	\$ 13.00	6" EXTRUDED
<b>MISC SIZES (PRICE PER LF)</b>	\$ 15.56	\$ 19.11	9" EXTRUDED
<b>MISC SIZES (PRICE PER LF)</b>	\$ 25.22	\$ 32.02	12"EXTRUDED





# QUESTIONNAIRE

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: P16-0065

Please list a minimum of three (3) clients whom the Materials Management Division may contact:

1. Company: ABBLO SIGN GROUP  
 Contact: RANDY ABBOT  
 Address: 8557 W POTTERS DR  
PEORIA AZ 85382  
 Phone: 602-799-8285  
 Email: ABBLO@COX.NET  
 Type of Work: SIGN INSTALL CONTRACTOR

2. Company: TOWN OF GILBERT  
 Contact: DEMETRIUS FERNANDEZ  
 Address: 900 E JUNIPER AVE  
GILBERT AZ 85234  
 Phone: 480-503-6419  
 Email: DEMETRIUS.FERNANDEZ@GILBERTAZ.GOV  
 Type of Work: PUBLIC WORKS

3. Company: SPEAR CONSTRUCTION  
 Contact: KELLY LEWIS  
 Address: PO BOX 10506  
GLENDALE AZ 85318  
 Phone: 623-600-2215  
 Email: KELLYLEWIS@SPEARARIZONA.COM  
 Type of Work: CONTRACTOR



## QUESTIONNAIRE

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P16-0065**

**Bidder acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.**

Yes     No *If no, give reason below*

**Bidder acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.**

Yes     No *If no, give reason below*



## QUESTIONNAIRE

### Materials Management Procurement

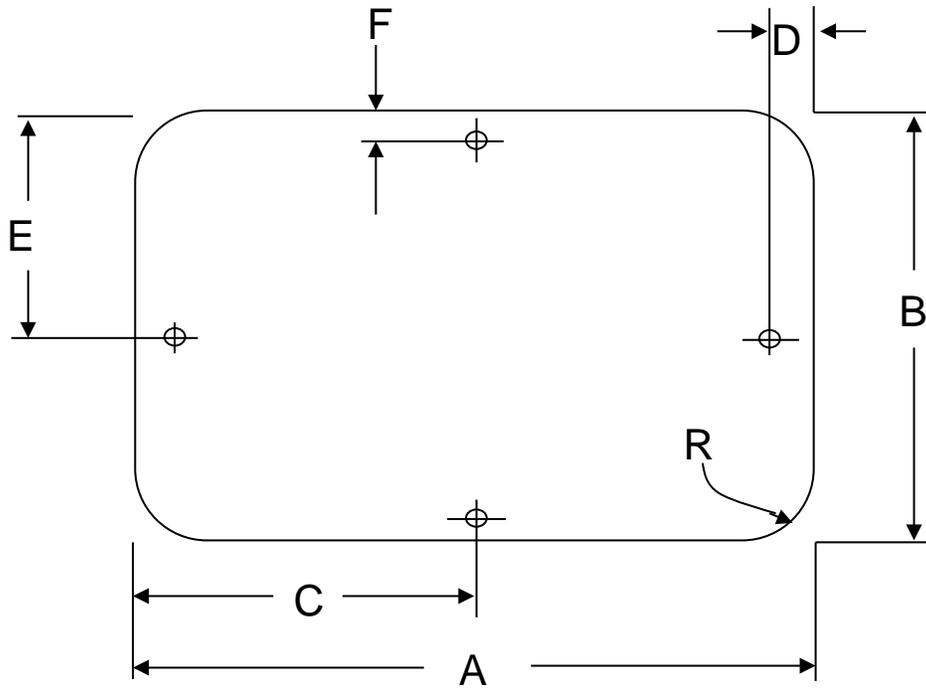
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P16-0065**

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

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

Diagram 1



PS#	A	B	C	D	E	F	R	Gauge
966	18	12	9	3	6	3	1.500	.080
968	36	12	18	3	6	3	1.500	.080
971	24	18	12	3	9	3	1.500	.080
975	36	24	18	3	12	3	1.500	.080
976	48	24	24	3	12	3	1.875	.080
991	30	24	15	3	12	3	1.500	.080
2520	36	30	18	3	12	3	2.000	.080
2524	24	12	12	3	6	3	1.500	.080
	24	10	12			3	1.500	.080
	18	6	9	1 1/2	3	1 1/2	1.500	.080

( All dimensions are in inches )

Hole diameter is 3/8 inches unless otherwise noted

( Not to Scale )

Diagram 2

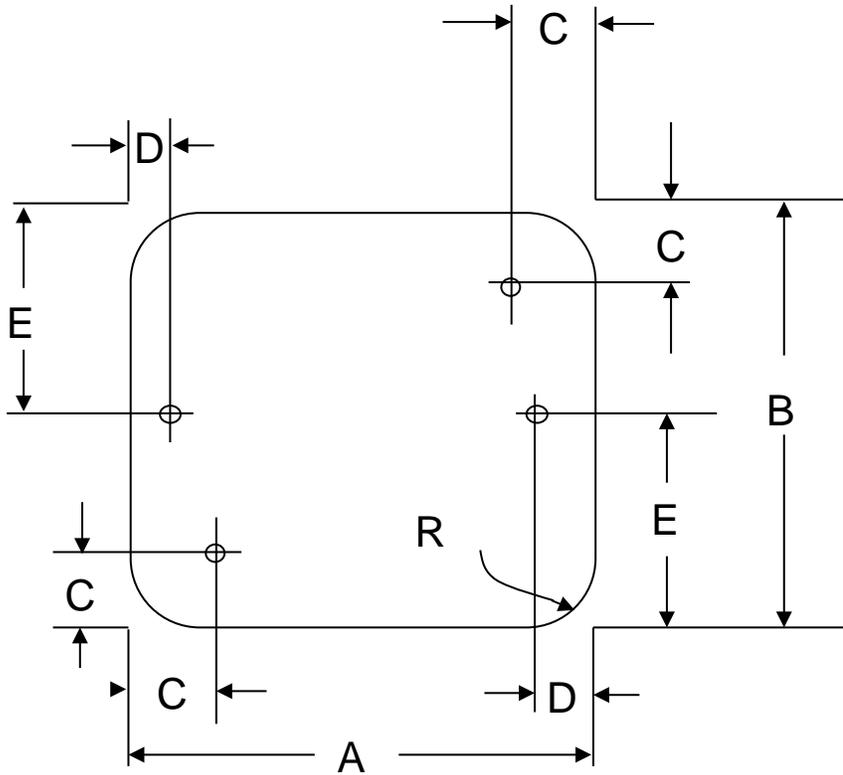


PS#	A	B	R	Gauge
960, 981	24	6	1	.080
982	30	6	1	.080
983	36	6	1	.080
984	42	6	1	.080
964, 985	48	6	1	.080
2515	24	9	1	.080
2516	30	9	1	.080
2517	36	9	1	.080
2518	42	9	1	.080
2519	48	9	1	.080

( All dimensions are in inches )

( Not to Scale )

Diagram 3



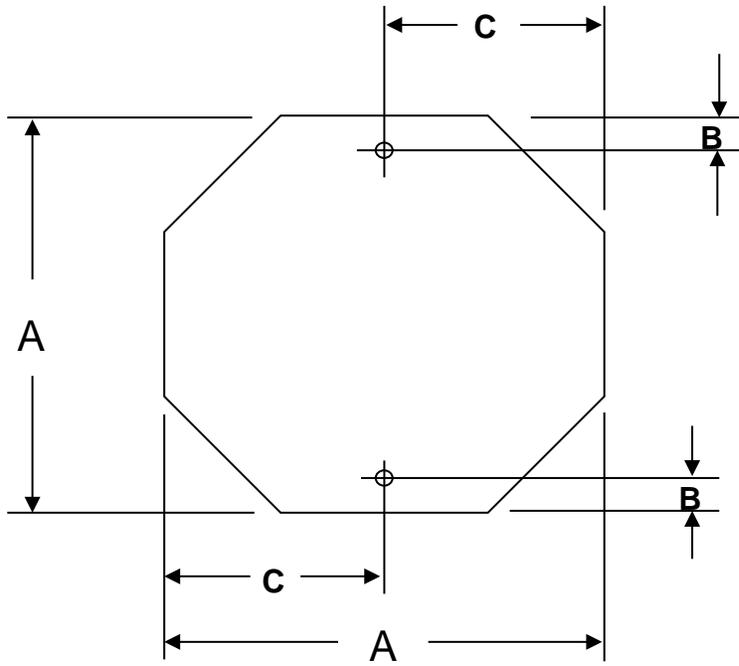
PS#	A	B	C	D	E	R	Gauge
970	18	18	3	3	9	2	.080
973	24	24	3	3	12	2	.080
977	30	30	4 1/2	3	15	2	.080
988	18	18	3	N/A	N/A	2	.080
	36	36	4 1/2	3	3	2	.080

( All dimensions are in inches )

Hole diameter is 3/8 inches unless otherwise noted

( Not to Scale )

Diagram 4



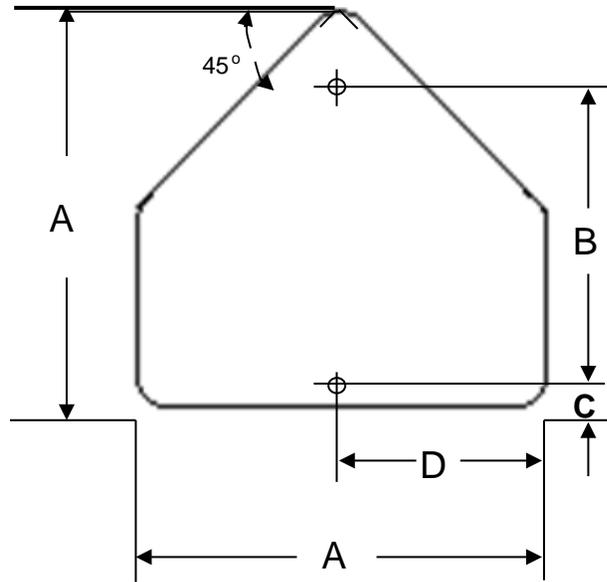
PS#	A	B	C	Gauge
2990	30	3	15	.080

( All dimensions are in inches )

Hole diameter is 3/8 inches unless otherwise noted

( Not to Scale )

Diagram 5



PS#	A	B	C	D	R	Gauge
2522	30	24	3	15	2	.080
	36	30	3	18	1.5	.080

( All dimensions are in inches )

Hole diameter is 3/8 inches unless otherwise noted

( Not to Scale )

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
DESERT HIGHWAY SIGNS INC.

[Materials Order(s)]

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



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2017

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Public Works

**Staff Contact Information:** Justin T. Weldy, Street Superintendent [jweldy@fh.az.gov](mailto:jweldy@fh.az.gov)

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Environmental Fee

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**REQUEST TO COUNCIL** ([Agenda Language](#)): Consideration of approving Cooperative Purchasing Agreement C2017-044 with Pipe Line Video Inspections LLC for storm drain pipe and structure cleaning, television services and storm drain pipe repair in the amount not to exceed \$200,000.00

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**Applicant:** NA

**Applicant Contact Information:** NA

**Owner:** NA

**Owner Contact Information:** NA

**Property Location:** NA

**Related Ordinance, Policy or Guiding Principle:** NA

**Staff Summary** (background): The Town conducts periodic inspections of its storm drain system which consists of 407 catch basins and over 73,000 linear feet of storm drains and culverts. Staff checks for proper drainage and overall condition of the system. Staff also receives notifications from residents and property management companies when they see issues regarding Town-owned storm drain infrastructure. Since the Town does not have the equipment capable of cleaning and televising the storm drain system we need to contract with a company that can provide these types of services. Pipe Line Video Inspections, LLC which has a cooperative purchasing contract with the City of Mesa will be contracted to clean storm drain pipes and catch basins that have become full of debris and silt. They will also use video cameras to film the condition of the pipes so staff can assess the need for repairs. The proposed contract is for an amount not to exceed \$50,000.00 with three additional renewals for a total contract value of \$200,000.00

**Risk Analysis** (options or alternatives with implications): The Town's storm drain pipes, catch basins and other related storm drain infrastructure become filled with silt and debris after storm events. Gone unaddressed they become clogged and will not convey storm water properly. This can cause localized flooding in areas which includes nearby residential homes and businesses during and after major storm events.

**Fiscal Impact** (initial and ongoing costs; budget status): \$200,000.00

**Budget Reference** (page number): 306

**Funding Source:** NA

If Multiple Funds utilized, list here: Environmental Fund

**Budgeted; if No, attach Budget Adjustment Form:** Yes

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Staff recommends approval of the proposed cooperative purchasing agreement

**List Attachment(s):** Cooperative Purchasing Agreement C2017-044, City of Mesa IFB #2015272 documents.

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**SUGGESTED MOTION** (for Council use): Motion to approve Cooperative Purchasing Agreement C2017-044 with Pipe Line Video Inspections, LLC in the amount not to exceed \$200,000.00

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Prepared by:

  
Justin Weldy, Superintendent of Streets 8/30/2016

Director's Approval:

  
Paul Mood, Public Works Director 8/30/2016

Approved:

  
Grady E. Miller, Town Manager 9/6/2016

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Pipeline Video Inspection L.L.C., an Arizona limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona (“Mesa”) entered into Contract No. 2015272, dated September 1, 2015, as amended by Amendment Number 1 on August 17, 2016 (collectively, the “Mesa Contract”), for the Contractor to provide vector services. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and the Mesa Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mesa Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with vector services, as more particularly set forth in Section 2 below on an “as-required” basis (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 Town 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, 2017 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mesa Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year

term in writing (including any price adjustments approved as part of the Mesa Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Mesa Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town 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 approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for the Services at the unit rates set forth in the Mesa Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$200,000.00.

4. Payments. The Town shall pay the Contractor monthly for 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 Mesa Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 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 Town, 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 6 below. To the extent necessary for the

Town 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 Town 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 Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town 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.

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

7. 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 of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

9. 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.

10. Agreement Subject to Appropriation. The Town 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 Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town'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 Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim



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: Pipeline Video Service L.L.C.  
1616 South 31st Avenue  
Phoenix, Arizona 85009  
Attn: Steven Hudson

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.

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, 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 Town of Fountain Hills.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.

[Mesa Contract]

See following pages.



**CONTRACT AMENDMENT**

**Contract Title:** Vactor Services

**Contract Number:** 2015272

**MA/PO Number:** 16\*83Y2

**Amendment Number:** 1

**Description of Change:** The following section has been added to the contract under: Detailed Specifications, Paragraph 9, Delivery Requirements:

The City reserves the right to make and/or approve schedule changes to allow Contractor to complete work that was missed as a result of, including but not limited to: inclement weather and holidays, etc. Any and all rescheduled work will be billed and paid at the normal rates. Contractor shall not charge, and the City will not pay overtime for rescheduled work.

**Change Amount:**     Increase     Decrease     No Change

**Effective Date of Change:** August 17, 2016

**Acceptance:** On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

**Pipeline Video Inspection, LLC:**

Signature

Steven Hudson

Printed Name

8/17/2016

Date

**City of Mesa:**

Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services

Department,  
.email=ed.quedens@mesaaz.gov,  
c=US  
Date: 2016.08.18 11:18:49 -07'00'

City Manager Designee

Date

**Recommended by:**

Signature

Brandy Andersen, Procurement Officer



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
Engineering (480) 644-2251  
Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 16000083 - 1**

Final

**Document Date**  
09/03/2015

**Effective Date**  
09/01/2015

**Expiration Date**  
08/31/2016

**Agreement Description**

IFB #2015272 - Vactor Services for Transportation/Field Ops

**Contracting Agency**

Mesa

**For Information regarding this agreement contact**

William McLeod IV  
Bill.McLeod@mesaaz.gov  
480-644-4872

**MA Not to Exceed (All Vendors)**

\$226,800.00

**Authorization**

*This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.*

**Renewal Periods**

<u>Renewal Length</u>	<u>Renewal Term</u>	<u>Effective Date</u>	<u>Expiration Date</u>
1	Years	09/01/2016	08/31/2017
1	Years	09/01/2017	08/31/2018
1	Years	09/01/2018	08/31/2019
1	Years	09/01/2019	08/31/2020

Renewal options are not guaranteed and may be subject to City Council or administrative approval.

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Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
 Engineering (480) 644-2251  
 Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 16000083 - 1**

Final

**Pipeline Video Inspection**

**Vendor Code:** CNV594598

1616 S 31ST Ave

**Vendor Not to Exceed**

Phoenix, AZ 85009

Line	Qty	Unit	Description	Unit Price	Tax	Total
1	0.00000	HOUR	SECONDARY GRP I: FLEET - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	\$130.00	\$0.00	\$0.00
2	0.00000	HOUR	SECONDARY GRP I: TRANSPORTATION - Perform cleaning service through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	\$130.00	\$0.00	\$0.00
3	0.00000	HOUR	SECONDARY GRP I: Extra crew member must be approved by the City	\$23.00	\$0.00	\$0.00
4	0.00000	HOUR	SECONDARY GRP I: Minimum 3,000 gallon water truck with operator.  This is a 3-year term contract, with two 1-year renewals subject to Council consideration.  Contract not to exceed: \$226,800.00 annually, based on estimated requirements. \$184,400.00 for Transportation and \$42,000.00 for Fleet Services.  Awarded Vendors: Primary Award for Groups I & II: Reddi Services; Secondary Award for Group I: Pipeline Video; and Secondary Award for Group II: MP Environmental. Per Solicitation #2015272.	\$50.00	\$0.00	\$0.00

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009  
Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

**ORIGINAL**

**City of Mesa**

**Attn: Purchasing**

**20 E. Main St., Suite 400**

**Mesa, AZ 85201**

**RFP# 2015272**

**Vactor Services**

**July 29, 2015**

**3:00 p.m.**



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009  
Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

## **Table of Contents**

**RFP#2015272**

**Cover Letter**

**Vendor Questionnaire**

**Pricing and Compensation Forms**

**W-9**

**Exceptions, Confidential & Additional Items**

**Vendor Information Form**

**Offer and Acceptance Form**

**Certificate of Insurance**



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009

Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

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July 29, 2015

City of Mesa  
Attn: Purchasing  
RFP# 2015272

Attention: **Procurement Department**

To Whom It May Concern:

This letter is written in attempt to provide the personnel reviewing this proposal a clear understanding for the process and approach our team is committed to complete all requested assignments in a safe and efficient manner.

First and foremost, on behalf of American Industrial & Municipal Services/PVIC we would like to thank the City of Mesa for giving us the opportunity to provide you with our valued services. We are extremely grateful for having this opportunity and feel confident in our ability to continue our partnership with The City of Mesa to complete the required services for the duration of this contract.

We have been very fortunate to work alongside many municipalities for over a decade and have continued to compete by exceeding expectations and standing by our performance. We have accomplished this through passion, dedication and most importantly, commitment to our services throughout the company.

We appreciate your most sincere consideration and appreciate the opportunity to add value to The City of Mesa.

Any additional documentation is available at your request and we look forward to growing with The City of Mesa.

Sincerely,

Steven Hudson  
Vice President  
AIMS/PVIC, WBENC  
602-316-9348  
[steven@azindustrialcleaning.com](mailto:steven@azindustrialcleaning.com)  
[www.AIMS-PVIC.com](http://www.AIMS-PVIC.com)

## VENDOR QUESTIONNAIRE

<b>GENERAL</b>	
Years in Business providing similar services: <span style="float: right;">10</span>	
Contractor's License No(s): ROC243193 (Submit a copy with the proposal)	Type: L05 (Powerwashing)
Number of employees at location serving this contract: <span style="float: right;">30</span>	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract. All references must be verifiable.	
Firm/Government Agency Name: <span style="float: right;">FES (Frontline Energy Services)</span>	
Contact Person: Geoff Morgan	Phone: <span style="float: right;">928-788-9282</span>
Address: FES 1855 Gateway B1, Suite 225 Concord, CA 94520	Fax:
	E-Mail Address: <span style="float: right;">geoff@frontline-energy.com</span>
\$ Value of Work, Supplies/Services and Dates Provided:  2012-2013 - 2013 \$2M	
Firm/Government Agency Name: <span style="float: right;">NW Natural - Gas Company</span>	
Contact Person: Ryan Van Gordon	Phone: <span style="float: right;">503-781-4294</span>
Address: NE Natural P.O. Box 6017 Portland, OR 97228-6017	Fax:
	E-Mail Address: <span style="float: right;">rsv@nwnatural.com</span>
\$ Value of Work, Supplies/Services and Dates Provided:  2014-2015 Approximately \$1M	
Firm/Government Agency Name: <span style="float: right;">Portland City Sewer Cleaning and Televising</span>	
Contact Person: Vanessa Johnson	Phone: <span style="float: right;">808-895-4658</span>
Address: Brown and Caldwell 201 E. Washington St. Phoenix, AZ 85004	Fax:
	E-Mail Address: <span style="float: right;">vhjohnson@brwncald.com</span>
\$ Value of Work, Supplies/Services and Dates Provided:  2014 Less than \$500,000	
Vehicle/ Equipment Inventory which is available for this contract: Vactor truck 2100 Series- 10+	

Vendor Name Pipeline Video Inspection, LLC Date: 07/29/2015

## VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
Steven Hudson - Vice-President	Todd Smith - On-Site Project Manager
Loren Jepson - Vice-President, Finance	Denise Pahl- Controller
<small>All field staff will be made up of AIMS/PVIC employees currently working on sewer inspection and cleaning related projects.          All staff will have extensive experience and familiarity with provided SOW and expectations that have been developed over the course of many years on parallel projects.</small>	
Subcontractors:     N/A	
List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015

STATE OF ARIZONA

Office of the  
Registrar of Contractors

License No. ROC243193

*This is to Certify That*

**ARIZONA INDUSTRIAL AND MUNICIPAL SERVICES L L C**

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

**L-05  
POWER WASHING**

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

*in my office, City of Phoenix, this 8TH day of MARCH, 2008.*



*Fidelis V. Garcia*

DIRECTOR

**PRICING AND COMPENSATION**

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated in Exhibit A.

Offerors shall complete Excel spreadsheet entitled "**EXHIBIT A – PRICING**" (2015272) and provide all requested information.

Exhibit A is posted as a separate document

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015

IFB #2015272 - Exhibit A, Addendum 1

REVISED PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated below.

GROUP I					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price
1	<b>Fleet</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$130.00	250	\$ 32,500.00 -
2	<b>Transportation</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$130.00	1,200	\$ 156,000.00 -
3	Extra crew member - must be approved by the City	Hour	\$23.00	500	\$ 11,500.00 -
4	Minimum 3,000 gallon water truck with operator	Hour	\$50.00	20	\$ 1,000.00 -
				<b>Group I Total</b>	\$ 201,000.00 -

IFB #2015272 - Exhibit A, Addendum 1

GROUP II					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price
5	Scheduled Service for <b>Fleet</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$3.50	36,000	\$ 126,000.00 -
6	Scheduled Service for <b>Transportation</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$3.50	40,000	\$ 140,000.00 -
7	Special projects authorized by the City: Remove non-hazardous liquid, high solids, oily water or sludge from trenches/trench drains and haul to legal dump site. This includes all equipment, personnel, travel time and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour	\$130.00	50	\$ 6,500.00 -

IFB #2015272 - Exhibit A, Addendum 1

8	Cost for disposal of materials for special projects - to be used with line #7. Number of gallons will depend upon the project.	Gallon	.75	1	\$ .75/gallon -
				<b>Group II Total</b>	\$ 272,500.00 -

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25)

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery: N/A

Payment terms (not less than net 30 days): Net 30

Prompt Payment Discount of 2% % if invoices are paid within 15 days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

Yes  No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? N/A %

Bidder complies with S.9 "Compliance With Applicable Law"?  Yes  No

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 LM

Addenda #2 LM

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Pipeline Video Inspection, LLC</b>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>C.....</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>1616 S. 31st Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>PHOENIX, ARIZONA 85009</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
<b>13</b> : : <b>4313474</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Devin Kohl</i>	Date ▶ 07/27/15
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions  
 Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid  
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Exhibit A- Pricing

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe--attach additional pages if needed)

Certificate of Insurance

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015



**VENDOR INFORMATION**

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**SKIP THIS AFFIDAVIT IF:**

Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

**COMPLETE AFFIDAVIT IF:**

Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

**AFFIDAVIT**

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license:    \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters:               \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport:   \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport    \_\_\_ \_\_\_ \_\_\_ \_\_\_  
Print first 4 numbers/letters on Visa        \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94:               \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD:        \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.:        \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date

**OFFER AND ACCEPTANCE**

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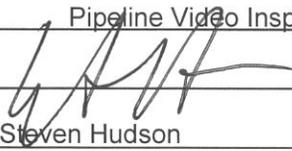
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**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name:  Pipeline Video Inspection LLC

Signature:  

Printed Name:  Steven Hudson

Title:  Vice-President

Date:  07/29/2015

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2015272.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward Quedens, CPPO, C.P.M.  
As Business Services Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2015

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).

<b>PRODUCER</b>  <b>LeBaron &amp; Carroll, LLC</b> 1350 E. Southern Avenue Mesa AZ 85204	<b>CONTACT NAME:</b> Janice Volpe, CIC, CISR <b>PHONE (A/C No. Ext):</b> (480) 834-9315 <b>E-MAIL ADDRESS:</b> jvolpe@landc.com	<b>FAX (A/C No.):</b> (480) 844-9866
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Pipeline Video Inspection, LLC</b> 1616 S. 31st Avenue Phoenix AZ 85009	<b>INSURER A:</b> National Fire Insurance Company	<b>NAIC #</b> 20478
	<b>INSURER B:</b> Transportation Insurance Co.	<b>20494</b>
	<b>INSURER C:</b> Continental Casualty	<b>20443</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2015/2016

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4027165446	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			5091029584	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ca Auto Fraud Assessment \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5094768711	6/15/2015	1/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
				5094768711	1/1/2015	6/15/2015	Each Occurrence/Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	4034969871	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			5091029598	1/1/2015	1/1/2016	Limit \$ 500,000

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

Re: IFB #2015272, Vactor Services - City of Mesa, its agents, representatives, directors, elected officials, officers, employees, and volunteers are included as Additional Insured with respect to general liability per attached form. This coverage shall be primary and non-contributory per attached form. Waiver of subrogation will apply with respect to general liability, auto liability, and workers compensation liability per attached form. 30 day written notice of cancellation will be provided by the insurance company per attached form.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Mesa</b> <b>Attn: Purchasing</b> <b>20 E. Main Street</b> <b>Suite 400</b> <b>Mesa, AZ 85201</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  Rich Murset/JANICE

ACORD 25 (2010/05)

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INS025 (201005)01

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## Additional Named Insureds

### Other Named Insureds

15046 N. 54th Way, LLC	Additional Named Insured
1616 S. 31st Avenue, LLC	Additional Named Insured
407 E. Main Street, LLC	Additional Named Insured
AIMS Auto & Equipment, LLC	Additional Named Insured
AIMS Coatings, LLC	Additional Named Insured
AIMS/PVIC CA, LLC	Additional Named Insured
American Industrial & Municipal Services, LLC	Additional Named Insured
Arizona Industrial & Municipal Services, LLC	Additional Named Insured
Clean Acquisitions, LLC	Additional Named Insured
CleanServe, LLC; CleanServe, Inc.	Additional Named Insured
CMM Equipment Leasing, LLC	Additional Named Insured
CMM Holdings CA R, LLC	Additional Named Insured
CMM Holdings CA, LLC	Additional Named Insured
CMM Holdings R, LLC	Additional Named Insured
CMM Holdings, LLC	Additional Named Insured
CMM Vehicles, LLC	Additional Named Insured
CMM-TX Equipment, LLC	Additional Named Insured
CMM-TX Vehicles, LLC	Additional Named Insured
CSI Consolidated, LLC	Additional Named Insured
MACK Family Revocable Trust	Trust
MACK HoldCo, LLC - MACK Operations, LLC	Additional Named Insured
MCM Leasing CA, LLC	Additional Named Insured
MCM Leasing, LLC - MCM-TX, LLC	Additional Named Insured
Pipeline Video Auto & Equipment, LLC	Additional Named Insured
PVIC HoldCo, LLC - PVIC-TX Operations, LLC	Additional Named Insured

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**INVITATION FOR BIDS # 2015272**  
**Vactor Services**

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July 8, 2015

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, July 28, 2015** to provide **Vactor Services**.

**Brief Description: This Invitation for Bids is to establish a term contract for Vactor Services for high pressure hydro-jetting, vacuuming (Vactor Truck) and pumping of storm drains, etc. on an as needed basis.**

**Vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of bid opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://mesaaz.gov/business/purchasing>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at <http://mesaaz.gov/business/purchasing>.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

**Technical Questions:**

**Brandy Andersen**  
Procurement Officer  
Purchasing  
Fax: (480) 644-2655  
[brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov)

**General or Process Questions:**

**Angela Spadaro**  
Procurement Specialist  
Purchasing  
Fax: (480) 644-2655  
[angela.spadaro@mesaaz.gov](mailto:angela.spadaro@mesaaz.gov)

## INSTRUCTIONS

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i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:**       Yes       No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** July 28, 2015

**Time:** 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:**      120 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:**       Yes \$ 0.00       No

i.7 **SUBMIT BIDS TO:**      Use label at the end of this solicitation package

City of Mesa  
Attn: Purchasing  
20 E. Main St., Suite 400  
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

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## INSTRUCTIONS

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This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected

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## INSTRUCTIONS

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after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid 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 bidder shall include a letter with its bid identifying 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. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

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## INSTRUCTIONS

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i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer, Business Services Director  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687

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## INSTRUCTIONS – EVALUATION

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- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) Price. We will then evaluate the bids that have met the requirements above.
  - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

## INSTRUCTIONS – EVALUATION

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**It is the bidder's responsibility to check the City of Mesa's Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

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## STANDARD TERMS AND CONDITIONS

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- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

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## STANDARD TERMS AND CONDITIONS

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and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

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## STANDARD TERMS AND CONDITIONS

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- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
- a. A party will be in default if that party:
    - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

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## STANDARD TERMS AND CONDITIONS

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- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

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## STANDARD TERMS AND CONDITIONS

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S.24 **INDEMNIFICATION/LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or

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## STANDARD TERMS AND CONDITIONS

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- employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or

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## STANDARD TERMS AND CONDITIONS

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procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this

## STANDARD TERMS AND CONDITIONS

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Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **PROJECT GOAL.** To establish a three (3) year term contract for vactor services.
3. **SCOPE OF WORK.** Contractor(s) shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, and drywell cleaning and inspections for the City of Mesa (City) Transportation Department and Fleet Services. Services will be on an as needed basis.

Work shall be performed at a variety of locations within City limits. Locations shall also include but are not limited to: privately owned property, commercial property and property owned by other government agencies, all for which permission to enter has been obtained.

Quantities represent the City's best estimate of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available.

4. **MULTIPLE AWARDS.** It's the City's intent to award to a primary and secondary Contractor for each group. The primary Contractors shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspections per the City's requirements until such time as an authorized City Representative determines that it is in the best interest of the City to demand performance from the secondary Contractor. This decision will be based upon the ability of the primary source to provide acceptable vactor services within the City's time requirements and the decision to utilize the secondary Contractor shall be final and conclusive. The City reserves the right to change this award method based on the bids received if deemed in the best interest of the City.  
  
No Contractor shall be guaranteed any minimum or maximum amount of work.

5. **VECTOR SERVICES REQUIREMENTS PER GROUP**

**Group I – Work Requirements**

A City Representative will contact the Contractor when vactor services are required. Services include but are not limited to: vactor truck/high velocity jet rodding services or suctions/pumping truck for storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, wet well, drywell cleaning and inspection. Contractor shall be able to provide services on an as needed, on call basis. The City will notify Contractor when such services are needed. Contractor shall respond back to City Representative within twenty four (24) hours of notification. City Representative will provide a map, detailed outline of work to be performed, and a notice to proceed.

Contractor shall begin requested services no later than two (2) business days after receiving the notice to proceed, unless otherwise mutually agreed upon by both parties. Work shall be completed within seven (7) days of the project start date.

Contractor shall replace felt and rock when cleaning dry wells, no extra compensation will be paid for this service and shall be included in the unit bid price.

The City will provide dump site locations for the Contractor to deposit silt and debris collected from the job sites. Contractor shall decant all excess fluid into the closest sanitary manhole prior to dumping solids into the City's assigned dump location. In the event the Contractor's Operator creates a mess while dumping solids, Contractor is responsible for cleaning their mess within twenty four (24) hours. Cleaning requirements will be determined by the City Representative.

The City will not pay for downtime if Contractor's vehicle and/or equipment is disabled or broken down while performing work for the City.

The City will not pay travel time to or from the jobsite except to fill water tank, decant to the closest sanitary manhole and empty debris box; price to fill water tank, decant to the closest

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## DETAILED SPECIFICATIONS

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sanitary manhole and empty debris box should be included in the hourly rate listed on the Pricing Sheet (Line Items, 1, 2, 3, 4, and 7).

### **Group II**

Contractor is required to provide suction/pumping services on a variety of pressure washer sumps, sumps, separators, and vaults in multiple locations. The City Representative shall provide the Contractor with a map and required frequency for cleaning services. The Contractor shall remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks and haul to disposal site. Contractor shall be responsible for disposing waste at a legal disposal site that meets all federal, state, and local laws.

6. **EQUIPMENT.** Contractor's vehicles and equipment shall be neat in appearance and easily identified with Contractor's name on side of vehicle. Contractor's vehicles and equipment shall be maintained in a safe and mechanically sound working condition.

All vehicles and equipment shall display the company's name and phone number. All vehicles must have lighting in accordance with the 2007 City of Phoenix Barricade Manual and the 2007 City of Mesa Supplement to the 2007 City of Phoenix Traffic Barricade Manual.

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations.

Trucks or equipment designated for use under this contract shall not be used for any other work while conducting services for the City. Contractor shall not solicit work from private citizens while performing work for the City.

Contractor shall not permit placing and/or use of equipment in such a manner as to block vehicular traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.

The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.

Vehicles and equipment shall have all necessary tools needed to perform the assigned work.

### **Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large verity of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

### **Group II – Equipment Requirements**

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## DETAILED SPECIFICATIONS

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Contractor's truck must be high capacity vacuum trucks.

Contractor's trucks must have 3000+ gallon tanks.

Contractor shall have the capability to remove and transport hazardous material.

Contractor's truck must be capable of removing non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks.

7. **CONTRACTOR RESPONSIBILITIES.** Contractor shall provide all equipment, materials, supplies and personnel necessary to provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection.

Contractor shall be responsible for the following:

- Vactor Services to be in compliance with all federal, state and local laws, regulations, statutes, codes, etc.
- Compliance with all City, state, and Maricopa County dust control requirements, including obtaining permits if required.
- Obtaining all necessary permits, fittings, and water meters that may be required by the City.
- Obtaining and purchasing any water necessary for vactor services. Water is available at fire hydrants throughout the City.

Contractor shall follow all City, County, State, Federal, and Occupational Safety and Health Administration (OSHA) rules and regulations pertaining to work being performed.

Contractor shall notify City Representative daily, prior to 7:00 a.m. of Vactor crew status and daily schedule.

Contractor shall provide City Representative with completed route map and task list prior to invoicing.

8. **PERSONNEL.** Contractor shall provide all management, supervision and labor necessary for efficient and effective management of this contract. Contractor shall designate a supervisor to monitor this contract who is able to communicate with the City's Representative in English to oversee and inspect work performed by Contractor's personnel assigned to this contract. Contractor shall act and work in a professional manner as to not bring undue criticism or embarrassment to the City.

The designated supervisor shall be immediately available during work activities to receive communications from the City of Mesa staff by cellular phone.

Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, Contractor shall remove any incompetent, abusive or disorderly employees, whether supervisory or non-supervisory, from work under this contract.

Safety vests or high visibility clothing that meets ANSI Class II or better must be worn by Contractor employees at all times while working on site.

9. **DELIVERY REQUIREMENTS.** Contractor shall be able to provide services on an as needed, on call basis, as well as pre-scheduled cleanings. Contractor must be able to respond verbally within twenty four (24) hours of notification from City Representative. City Representative will notify Contractor when the City is in need of storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection. Contractor shall begin services no later than two (2) business days after receiving the notice to proceed, unless the start date is mutually agreed upon by the City Representative and Contractor. Work schedule will be Monday through Thursday 6:00 a.m. to 5:00 pm., excluding City of Mesa holidays.

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## DETAILED SPECIFICATIONS

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Holiday Schedule. The following is a list of holidays on which contract service will not be performed unless previously approved by the City (except emergency service):

- a. New Year's Day - January 1<sup>st</sup>
- b. Martin Luther King Day – Third Monday in January
- c. President's Day – Third Monday in February
- d. Memorial Day – Last Monday in May
- e. Independence Day – July 4<sup>th</sup>
- f. Labor Day – First Monday in September
- g. Veteran's Day – November 11<sup>th</sup>
- h. Thanksgiving Holiday – Fourth Thursday and following Friday in November
- i. Christmas Day – December 25<sup>th</sup>

10. **WORK AREA.** Contractor shall keep the assigned work area safe for all residents, motorists, and pedestrians during the project. Contractor shall, upon completion of work, leave the public right of way/worksite in a neat and clean condition. No special payment will be made for this item and price shall be included in the unit bid price(s). Contractor shall restore any damaged City property or private property to its original condition as determined by the City.
11. **TRAFFIC CONTROL.** Contractor shall:
- a. Be responsible for all traffic control, including barricades, if necessary. Traffic control shall be included in the bid price(s).
  - b. Ensure protection of work area at all times, unless a City Representative authorizes a waiver.
  - c. Remove all equipment and materials from each site and leave the site clean at the end of each workday and upon completion of each assigned task.

Barricading area for work performed within the public right-of-way shall comply with City of Phoenix Traffic Barricade manual and City of Mesa amendments:

<http://mesaaz.gov/business/barricading-temporary-traffic-control-permits>

Contractor shall be responsible for obtaining a City Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facilities except as noted in the City TTC Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requestor exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Contractor may call 480-644-4TTC (4882) or e-mail [barricade@mesaaz.gov](mailto:barricade@mesaaz.gov) with any questions.

12. **PROTECTION OF THE PUBLIC DAMAGES TO EXISTING STRUCTURES.** Contractor shall note a significant portion of the projects will occur in residential areas. Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping and general property. Contractor shall exercise caution at all times for the protection of person and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of Contractor at no additional cost to the City. Contractor shall immediately notify the City Representative of damages. Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.
13. **INVOICE AND PAYMENT (INVOICE AUTHORIZATION).**
- a. City Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to starting work.
  - b. Contractor shall fax, scan, or hand deliver a list of completed work, including quantities at the end of each work day. City Representative and Contractor will agree on method of

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## DETAILED SPECIFICATIONS

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notification.

- c. A City Representative will inspect the work once completed.
- d. The City will provide the Contractor an invoice authorization every two (2) weeks for satisfactorily work completed.
- e. After invoice authorization is received from the City, Contractor shall submit an invoice to the City Representative for completed work. Contractor's invoice shall reflect the quantities and dollar amount stated on the invoice authorization.
- f. The City Representative will compare the invoice authorization to Contractor invoice and approve payment for authorized work.

14. **METHOD OF INVOICING (CONTRACTOR'S INVOICE).** Contractor shall submit invoices on a regular, consistent basis of not less than fifteen (15) days and no more than thirty (30) days unless otherwise directed by City Representative.

Contractor's invoice shall include the following information:

- a. City of Mesa Contract and Master Agreement numbers (to be provided by City upon contract award)
- b. Line items listed individually by the written description in the contract
- c. Period invoice covers, i.e. "June 1, 2015 through June 15, 2015"
- d. Contract price, extended and totaled
- e. Work area with quantity completed and accepted during this time period
- f. Items grouped by Work Order and subtotaled
- g. Invoice number and date

Mail invoices to: City of Mesa Transportation Department  
PO Box 1466  
Mesa, AZ 85211-1466

15. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain at all times during the term of this contract, Contractor's Pollution Liability (including Errors & Omissions) insurance for losses caused by pollution conditions that arise from the operations of the Contractor as described in this agreement. The minimum amount shall be \$1 million per occurrence/\$2 million General Aggregate.

- a) The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b) The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Contractor is legally liable.
- c) The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall

## DETAILED SPECIFICATIONS

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be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**“Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## MILESTONES

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1. **BEGINNING AND END DATE OF INITIAL TERM.** September 1, 2015 through August 31, 2018.  
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **PRICES.** All pricing shall be firm for the initial term of three (3) years; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
  - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
  - b. During the sixty (60) day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
  - c. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

## RESPONSE ELEMENTS

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1. **BID SUBMISSION** - Submit **one (1) signed original** along **with one (1)\_ copy** of the bid in a sealed container and **one (1) electronic format** on a CD or Thumb Drive.

***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.***

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Original and proper number of copies submitted (above)
- Bid container properly labeled
- Vendor Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

**VENDOR QUESTIONNAIRE**

<b>GENERAL</b>	
Years in Business providing similar services:	
Contractor's License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract:	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract. All references must be verifiable.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR QUESTIONNAIRE**

List any additions to equipment or personnel you anticipate if awarded this contract:	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vector Services to the City of Mesa at the price(s) stated in Exhibit A.

Offerors shall complete Excel spreadsheet entitled "**EXHIBIT A – PRICING**" (2015272) and provide all requested information.

Exhibit A is posted as a separate document

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

\_\_\_\_\_ No confidential/proprietary materials have been included with this bid

\_\_\_\_\_ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR INFORMATION**

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

DUNS # \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Remit to Address (if different than above):                      Order from Address (if different from above):

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

\_\_\_\_\_ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

\_\_\_\_\_ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

\_\_\_\_\_ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

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**VENDOR INFORMATION**

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**SKIP THIS AFFIDAVIT IF:**

\_\_\_\_\_ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

**COMPLETE AFFIDAVIT IF:**

\_\_\_\_\_ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

**AFFIDAVIT**

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- \_\_\_\_\_ 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_\_ 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_\_ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_\_ 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- \_\_\_\_\_ 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_\_ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_\_ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- \_\_\_\_\_ 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_\_ 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- \_\_\_\_\_ 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- \_\_\_\_\_ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date

**OFFER AND ACCEPTANCE**

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**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2015272**.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward Quedens, CPPO, C.P.M.  
As Business Services Director

**MAILING LABEL**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

**SEALED BID**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

IFB # **2015272, Vactor Services**

Due Date: **July 28, 2015 at 3:00 p.m.**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

**SEALED BID**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

IFB # **2015272, Vactor Services**

Due Date: **July 28, 2015 at 3:00 p.m.**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City stated below.

<b>GROUP I</b>					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	
1	<b>Fleet</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour		250	\$
2	<b>Transportation</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumoing to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour		1,200	\$
3	Extra crew member - must be approved by the City	Hour		500	\$
4	Minimum 3,000 gallon water truck with operator	Hour		20	\$
<b>Group I Total</b>					\$

<b>GROUP II</b>					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	
5	Scheduled Service for <b>Fleet</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon		36,000	\$
6	Scheduled Service for <b>Transportation</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon		40,000	\$
7	Special projects authorized by the City: Remove non-hazardous liquid, high solids, oily water or sludge from trenches/trench drains and haul to legal dump site. This includes all equipment, personnel, travel time and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour		50	\$
<b>Group II Total</b>					<b>\$</b>

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charged Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25)

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery: \_\_\_\_\_

Payment terms (not less than net 30 days): \_\_\_\_\_

Prompt Payment Discount of \_\_\_\_\_ % if invoices are paid within \_\_\_\_\_ days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

Yes  No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? \_\_\_\_\_%

Bidder complies with S.9 "Compliance With Applicable Law"?  Yes  No

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to bid opening (i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_



TO: All Bidders Receiving Invitation for Bids (IFB) #2015272, Vactor Services  
FROM: Brandy Andersen, Procurement Officer *BA*  
DATE: July 22, 2015  
SUBJECT: Addendum #2

All Bidders are hereby notified that the bid for Vactor Services has been revised by this addendum.

- 1) Detailed Specifications, Page 17, Paragraph 6, Group I – Equipment Requirements (changes are indicated in red) shall now read:

**Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board water tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process. Contractor will provide City Representative with the method and the ability to access the real time data of the AVL system.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large ~~variety~~ variety of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

- 2) Please note: the bid due date has been changed. Bids are due in the Purchasing Office no later than 3:00 p.m. local time on July 29, 2015.
- 3) The deadline for questions has passed. No additional questions will be accepted pertaining to this bid.

All other terms and conditions remain unchanged.

Please contact [brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov) or [angela.spadaro@mesaaz.gov](mailto:angela.spadaro@mesaaz.gov) with any questions you may have regarding this addendum.

cc: Carl Lang  
Bill McLeod  
Craig Blum  
File/EDMS

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.

[Work Orders]

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



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2015

**Meeting Type:** Regular Session

**Agenda Type:** Consent

**Submitting Department:** Public Works

**Staff Contact Information:** Justin T. Weldy Superintendent of Streets (480-816-5133)

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): Consideration of approving the 3rd amendment to the cooperative purchasing agreement C2016-182.3 with Vincon Engineering Construction, LLC in the amount not to exceed \$50,000.00.

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**Applicant:**

**Applicant Contact Information:**

**Owner:**

**Owner Contact Information:**

**Property Location:**

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): The Town's concrete, sidewalks and curbing is aging and often requires repair or replacement. The attached amendment will allow for the continued repair and replacement of existing sidewalk ramps, curbs and other concrete throughout the Town to help insure that the Town stays in compliance with ADA standards.

**Risk Analysis** (options or alternatives with implications):

**Fiscal Impact** (initial and ongoing costs; budget status):

**Budget Reference** (page number): 276

**Funding Source:** Hurf Fund

If Multiple Funds utilized, list here:

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):**

**Staff Recommendation(s):** Staff recommends approval of the proposed contract amendment.

**List Attachment(s):** Contract C2016-182.3

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**SUGGESTED MOTION** (for Council use): Motion to approve Contract C2016-182.3 with Vincon Engineering Construction, LLC for concrete repair and replacement in the amount not to exceed 50,000.00.

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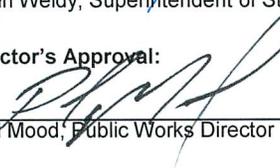
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Prepared by:

  
Justin Weldy, Superintendent of Streets

8/31/2016

Director's Approval:

  
Paul Mood, Public Works Director

8/31/2016

Approved:

  
Grady E. Miller, Town Manager

9/6/2015

**THIRD AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
VINCON ENGINEERING CONSTRUCTION, LLC**

THIS THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “Third Amendment”) is entered into as of September 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Vincon Engineering Construction, LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Chandler (“Chandler”) entered into Contract No. ST5-745-3435, dated October 24, 2014, as amended by Amendment Number One, dated October 26, 2015, and by Amendment Number Two, dated November 23, 2015, with the Contractor for the Contractor to provide concrete repair and maintenance (collectively, the “Chandler Contract”).

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated September 14, 2015, based upon the Chandler Contract (the “Initial Agreement”), for the Contractor to provide the Town with concrete repair and maintenance (the “Materials and Services”).

C. The Initial Agreement was modified by Change Order No. One, dated October 16, 2015, amended by that First Amendment on January 7, 2016, and by that Second Amendment on March 3, 2016, to purchase additional Materials and Services. The Initial Agreement, Change Order No. One, the First Amendment and the Second Amendment are collectively referred to herein as the “Agreement.” All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that additional Materials and Services by the Contractor are necessary (the “Additional Materials and Services”).

E. The Town and the Contractor desire to enter into this Third Amendment to provide for the increase in compensation to the Contractor for the Additional 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 Town and the Contractor hereby agree as follows:

1. Compensation. The Town shall increase the compensation to Contractor by \$50,000.00 for the Additional Materials and Services at the rates set forth in the Chandler Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$60,473.00 to \$110,473.00.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Third Amendment, 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 date of this Third Amendment are forever waived.

4. 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” of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

5. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]



“Contractor”

VINCON ENGINEERING CONSTRUCTION, LLC,  
an Arizona limited liability company

By: *Jeffrey Keane*

Name: *JEFFREY Keane*

Title: *MEMBER*

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On *September 1*, 2016, before me personally appeared *Jeffrey A Keane*  
  , the *Member* of VINCON ENGINEERING  
CONSTRUCTION, LLC, an Arizona limited liability company, whose identity was proven to  
me on the basis of satisfactory evidence to be the person who he/she claims to be, and  
acknowledged that he/she signed the above document on behalf of the limited liability company.

*[Signature]*  
Notary Public

(Affix notary seal here)





# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Administration

**Staff Contact Information:** Grady E. Miller  
Town Manager

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): That the Mayor and Council consider approving a lease agreement between the Town of Fountain Hills and the Fountain Hills Cultural and Civic Association, Inc. relating to the creation and operation of a Community Garden at the municipal complex.

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**Applicant:** N/A

**Applicant Contact Information:** N/A

**Owner:** N/A

**Owner Contact Information:** N/A

**Property Location:** N/A

**Related Ordinance, Policy or Guiding Principle:** N/A

**Staff Summary** (background): At the April 21, 2016, Town Council meeting, the Town Council approved the Town of Fountain Hills making available space at the municipal complex for a Community Garden. The Community Garden is officially sponsored by the Greening Committee of the Fountain Hills Cultural and Civic Association. In order to move forward with the Community Garden, it is necessary to have a lease agreement in place between the Town of Fountain Hills and the Fountain Hills Cultural and Civic Association.

The initial term on the lease will be for one-year with automatic renewals, unless terminated by either party, at a cost of \$1 per year. Under the terms of the lease agreement, the Community Garden will be responsible for all aspects of the operations and costs associated with the garden. This includes all utilities, waste disposal, site preparation, maintenance, and all related gardening operations. The town will be responsible for extension of a service connection for power and a water service line to the site. The Fountain Hills Cultural and Civic Association will also be required to carry general commercial public liability and property insurance for a minimum of \$1,000,000 combined single limit coverage. The insurance will name the Town of Fountain Hills as an additional insured.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): N/A

**Budget Reference** (page number): N/A

**Funding Source:** NA

**Budgeted; if No, attach Budget Adjustment Form:** NA

**Recommendation(s) by Board(s) or Commission(s):** N/A

**Staff Recommendation(s):** Staff recommends approval of a lease agreement between the Town of Fountain Hills and the Fountain Hills Cultural and Civic Association.

**List Attachment(s):** Community Garden Lease Agreement

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**SUGGESTED MOTION** (for Council use): MOVE TO APPROVE A LEASE AGREEMENT between the Town of Fountain Hills and the Fountain Hills Cultural and Civic Association.

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Prepared by:

NA \_\_\_\_\_ 9/1/2016

Director's Approval:

NA \_\_\_\_\_ 9/1/2016

Approved:

  
\_\_\_\_\_  
Grady E. Miller, Town Manager 9/15/2016

**REAL PROPERTY LEASE  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FOUNTAIN HILLS CULTURAL AND CIVIC ASSOCIATION, INC.**

THIS REAL PROPERTY LEASE (this "Lease") is made and entered into as of September 15, 2016, by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Landlord"), and Fountain Hills Cultural and Civic Association, Inc. ("FHCCA"), an Arizona non-profit corporation (the "Tenant").

RECITALS

A. The Landlord owns that certain undeveloped parcel of real property located east of the northeast corner of North La Montana Drive and East El Lago Boulevard, Fountain Hills, Arizona (the "Real Property"). The Real Property is depicted on the Map attached hereto as Exhibit A and incorporated herein by reference.

B. The Landlord desires to provide to its residents a community garden in which the residents may cultivate small plots of land (the "Community Garden") for growing crops that are (i) for personal use (not for resale), and (ii) legally permitted to be grown and consumed pursuant to State and Federal law (the "Permitted Uses"). The Permitted Uses do not include the keeping, raising, or breeding of any animals.

C. Tenant is a nonprofit corporation that engages in various civic programs, including supporting the group commonly referred to as the "Greening Committee." The Landlord has determined that leasing the Real Property to the Tenant will (i) lower the Landlord's administrative burden in connection with operating the Community Garden and (ii) engage the experience of the Greening Committee in the project.

D. The Landlord desires to enter into this Lease with the Tenant in order for the Tenant to administer a program to provide Fountain Hills residents with the opportunity to participate in the Community Garden (the "Community Service").

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 is hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Real Property, including the necessary access across to Landlord's parking area immediately adjacent to the Real Property, and all improvements on the Real Property (the "Leased Premises") to be used solely for the Permitted Uses.

2. Rent. The Landlord hereby leases the Leased Premises to the Tenant in exchange for the Tenant paying to the Landlord an annual rental of \$1.00 (the "Rent") and providing the Community Service at the Leased Premises at no cost to the Landlord. The Tenant agrees and understands that the reduced-rate rent under this Lease is contingent upon the Tenant providing the Community Service at the Leased Premises during the entire term of this Lease. The Rent shall be due on or before September 1, 2016, and shall constitute payment in full by the Tenant for the use of the Leased Premises from September 1, 2016 through June 30, 2017.

3. Term; Extension.

3.1 Term. The original term of this Lease shall commence on September 1, 2016 and expire on June 30, 2017 (the "Initial Term"), unless terminated sooner in accordance with Subsection 18.2 below.

3.2 Extension. Subject to the Town's early termination rights and provided that no Default (as set forth below in Section 18) has occurred during the Initial Term, this Lease may be renewed for additional, successive one-year terms (each, an "Extension Term") if (A) it is deemed in the best interests of the Landlord, (B) at least 30 days prior to the end of the then-current Lease Term, the Tenant requests, in writing, to extend this Lease for an additional one-year term and (C) the Landlord approves the additional one-year term in writing, as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Landlord for any reason. The Tenant's failure to seek a renewal of this Lease shall cause this Lease to terminate at the end of the then-current term of this Lease; provided, however, that the Landlord may, at its discretion and with the agreement of the Tenant, elect to waive this requirement and renew this Lease. The Initial Term and any Extension Term(s) are collectively referred to herein as the "Lease Term." Upon renewal, the terms and conditions of this Lease shall remain in full force and effect.

4. Utilities; Additional Charges.

4.1 Water Meter. Landlord shall, at no cost to the Tenant, cause to be installed on the Leased Premises a separate water meter prior to commencement of the Initial Term. The account established for the water meter shall be established in Tenant's name.

4.2 Power. Landlord shall provide a service connection for power to the Leased Premises at the location shown on Exhibit A.

4.3 Utilities and Waste Disposal. Tenant agrees to pay for all water, power and other utilities, if any, used by the Tenant or by the Tenant's agents, employees, volunteers, beneficiaries, contractors, subtenants and licensees upon the Leased Premises during the Lease Term. Tenant shall provide for the regular removal of all trash, rubbish and garbage from the Leased Premises resulting from Tenant's activities and any activities of sublessees or invitees on the Leased Premises during the Lease Term.

4.4 Additional Charges. Tenant also shall pay from time to time during the Term of this Lease as additional charges all amounts and obligations other than Rent which Tenant herein assumes or agrees to pay.

5. Use of Leased Premises.

5.1 Site Preparations. Landlord shall be responsible for such clearing or grubbing on the Leased Premises as necessary for Tenants use for the Community Service; provided, Landlord shall not be obligated to provide soil preparation or soil conditioning for individual planting areas.

5.2 Limited to Community Service Use. Tenant shall use the Leased Premises solely to provide the Community Service thereon. Landlord makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use. Tenant will not commit, omit or permit any act, condition or event which is contrary to any Legal Requirement or Insurance Requirement, as defined below.

5.3 Hours of Operation. Tenant shall not permit gardeners or invitees to enter the Leased Premises before 6:00 a.m. or be on the Leased Premises after 10:00 p.m. Tenant shall also require gardeners to conduct their activities on the Leased Premises in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live in the neighborhood or the activities occurring on the adjacent Landlord property. Tenant shall not create or allow to exist on the Leased Premises any nuisances as prohibited by the applicable law or Town Code.

5.4 “Dark” Periods. Landlord utilizes space adjacent to the Leased Premises for its events and for rental to third parties for events. Tenant agrees and understands that (i) some of the uses of Landlord’s adjacent space are incompatible with concurrent use of the Community Garden and (ii) the proximity of the Community Garden to the Landlord’s adjacent space will require the Community Garden to be closed during certain events. Landlord shall, by the 15th of each month, provide Tenant with a listing of the dates and times during the following month that the Community Garden must be closed to avoid conflict with uses on the Landlord’s adjacent property. Tenant shall ensure its officers, employees, agents and invitees do not utilize the Leased Premises during the periods designated by the Town.

5.5 Reserved Plot. Tenant shall reserve a “communal plot” for the Town’s benefit and use. The Town’s use of the reserved plot shall be at no cost or expense to the Town.

6. Existing Conditions; Maintenance and Repairs.

6.1 As-is Condition. Tenant has inspected and is fully familiar with the physical condition of the Leased Premises and accepts the Leased Premises in an “as-is, where-is” condition, including Landlord’s site preparation as set forth in Section 5.1 above.

6.2 Care of Premises. Tenant, at Tenant’s sole cost and expense, agrees to keep the Leased Premises in a neat and clean condition, shall refrain from permitting any

nuisance or fire hazard thereon, shall permit no unlawful or immoral practice to be carried on within the Leased Premises within its knowledge or consent by it or any person and shall at all times comply in its occupancy and use of the Leased Premises with all Town and County ordinances and with all State and Federal laws and regulations relating thereto.

7. Tenant's Equipment. All of Tenant's personal property and equipment hereafter on or about the Leased Premises or any part thereof, which are the property of the Tenant or any permitted sublessee or assignee of Tenant (the "Tenant's Equipment") shall remain the property of Tenant, subject to Subsections 7.1 and 7.2 below:

7.1 Removal; Repair. Tenant shall have the right at any time during the Lease Term to remove from the Leased Premises all or any part of Tenant's Equipment in or on the Leased Premises without regard to the manner placed on or affixed to the Leased Premises, provided that Tenant, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by the removal of Tenant's Equipment therefrom.

7.2 Abandoned Equipment. Any of Tenant's Equipment not removed by Tenant at its expense within 30 days after the expiration or earlier termination of this Lease or the Lease Term shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without any further notice to Tenant, and without obligation to account therefor; provided, however, that after such 30th day, Tenant will pay Landlord, upon demand, all reasonable costs and expenses incurred by Landlord in removing, storing, or disposing of any of Tenant's Equipment. Tenant at its expense will immediately repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by any removal of Tenant's Equipment therefrom. Landlord shall not be responsible for any loss of or damage to Tenant's Equipment. Tenant's expenses related to its obligations in this Section 7.2 shall be capped at \$2,000.00

8. Alterations and Additions. Tenant shall have the right at any time during the Lease Term, at Tenant's sole cost and expense, to make changes, alterations or improvements (collectively, "Alterations", or singularly, an "Alteration") in or to the Leased Premises, subject to the following:

8.1 Consistency with Lease Purpose. All Alterations shall be consistent with the Community Service and the operation of a Community Garden.

8.2 Prior Consent. No Alteration shall be made without the prior, written consent of Landlord, which consent shall not be unreasonably withheld or delayed if the Alteration would not materially and adversely affect the Leased Premises.

8.3 Requirements. The provisions and conditions of Section 9 hereof shall apply to any work performed by Tenant under this Section 8.

8.4 No Reimbursement. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such Alterations.

9. Compliance with Requirements. Tenant, during the Lease Term, will promptly and diligently:

9.1 Legal and Insurance. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Leased Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Leased Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any part of the Leased Premises or any use or condition thereof (the "Insurance Requirements").

9.2 Permits and Licenses. Procure, maintain and comply with all permits, licenses, franchises and other authorizations required for the use of the Leased Premises or any part thereof then being made by Tenant, and for the proper erection, installation, operation and maintenance of the Alterations and Tenant's Equipment or any part thereof.

9.3 Recorded Instruments. Comply with any instruments of record at the time in force affecting the Leased Premises or any part thereof.

10. Liens. If the Leased Premises, or any part thereof, shall at any time become subject to a claim for any vendor's, mechanic's, laborer's or materialmen's lien based upon any Alteration or the furnishing of material, labor or professional services to Tenant or the Leased Premises and contracted for by Tenant or its contractors or subcontractors, Tenant shall cause the same, at Tenant's expense, to be discharged or bonded over (pursuant to ARIZ. REV. STAT. § 33-1003 or § 33-1004) within 20 days after notice thereof, and Tenant shall indemnify and hold Landlord harmless from all liability, loss, costs and expenses arising from such a lien.

11. No Claims Against Landlord. Nothing contained in this Lease shall constitute any consent (except where consent is expressly required and given under this Lease) or request by Landlord, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of the Leased Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit any claim against Landlord. Any labor, services or material furnished to the Leased Premises in connection with the fulfillment of Tenant's obligations hereunder shall be the sole responsibility of Tenant.

12. Indemnification by Tenant. To the fullest extent permitted by law, the Tenant shall indemnify, defend and hold harmless the Landlord and each councilmember, officer,

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

13. Insurance.

13.1 Landlord's Risks to be Insured. Landlord shall, during the Lease Term, maintain in full force and effect, primary coverage with respect to the Leased Premises against loss or damage by fire or other risks.

13.2 Tenant's Risks to be Insured. Tenant at its expense during the Lease Term will maintain the following insurance for the Leased Premises with reputable insurers authorized to do business in Arizona and rated at least A- by A.M. Best Company:

A. General commercial public liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of \$1,000,000.00 combined single limit on a per occurrence basis.

B. Appropriate workers' compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Leased Premises.

13.3 Policy Provisions. All insurance maintained by Tenant pursuant to this Section shall:

A. Except for workers' compensation insurance, name Landlord and Tenant as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted with Landlord and Tenant.

C. Pay any losses notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Landlord and Tenant of written notice thereof.

13.4 Deductibles; Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by any Tenant pursuant to this Section 13 may provide coverage that contains deductible amounts. Such deductibles shall not be applicable with respect to the policy limits provided to the Landlord. Tenant shall be solely responsible for any such deductible amount. After written request by Landlord, upon the commencement of the Lease Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Tenant pursuant to this Section, Tenant will deliver to Landlord a certificate of the insurer and a copy of the declaration page(s) of the insurance policies as required by this Lease, as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

14. Storage and Use of Regulated Products. The Tenant shall not, and shall not permit any of Tenant's agents, employees, volunteers, beneficiaries, contractors, subtenants, and licensees to, store or use any hazardous materials, fuels or other petroleum products, chemicals, herbicides, pesticides, fertilizers, paint or other such regulated projects on the Leased Premises without the prior written approval of the Landlord. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Tenant onto the Leased Premises, whether with or without Landlord's consent, Tenant shall (i) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (iii) indemnify, defend and hold Landlord harmless from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

15. Damage to or Destruction of Leased Premises.

15.1 Tenant to Give Notice. In case of any material damage to or destruction of the Leased Premises or any part thereof, Tenant will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to Landlord generally describing the nature, extent and cause of such damage or destruction.

15.2 Restoration. In case of any damage to or destruction of the Leased Premises or any part thereof at any time during the Lease Term, Tenant shall, at its cost and expense, promptly commence and complete (subject to unavoidable delays) the restoration of the Leased Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction (such restoration together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

15.3 Application of Insurance Proceeds. All insurance proceeds received by Landlord or Tenant on account of any damage to or destruction of the Leased Premises or any part thereof (less the costs and expenses incurred by the Landlord and Tenant in the collection thereof, including, without limitation, adjusters fees and expenses) shall be paid only for the Restoration.

16. Performance on Behalf of Tenant. If Tenant shall fail to perform any act required hereunder to be made or performed by Tenant, and provided Landlord has given Tenant 30 days written notice of its intent to do so and Tenant has failed during said period to perform the act required to be performed by Tenant, then Landlord may, but shall be under no obligation, to perform such act with the same effect as if made or performed by Tenant. Notwithstanding the immediately preceding sentence, Landlord may proceed immediately in the event of an emergency without any notice to Tenant other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Tenant's representative (whom Tenant may change from time to time) whose name and telephone number Tenant has furnished in writing to Landlord prior to such emergency. Entry by Landlord upon the Leased Premises for such purpose shall not waive or release Tenant from any obligation hereunder. Tenant shall reimburse Landlord for all sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with Landlord's payment or performance under this Section, and no such payment or performance by Landlord pursuant hereto, shall be deemed to limit any right of Landlord or relieve Tenant from any Default hereunder.

17. Assignments and Subleases. Tenant may sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord if such subletting furthers the operation of the Community Garden. However, Tenant shall not assign this Lease without the prior, written consent of Landlord. Landlord's consent shall not be unreasonably withheld if (i) Tenant is not in Default of this Lease; and (ii) the financial status, business experience and reputation of the proposed assignee or sublessee is as good as or better than that of the original Tenant. Any such assignment for which Landlord has given its consent shall not release Tenant hereunder, and any assignee or sublessee shall expressly be bound by all of the Tenant's obligations hereunder.

18. Events of Default; Termination.

18.1 Events of Default. Any one or more of the following specified events shall be a "Default":

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

B. If Tenant makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. If, as a result of any proceeding against Tenant, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Tenant or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Tenant, shall have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

D. Tenant fails to maintain its tax exempt status during the entire Lease Term.

18.2 Termination. Should a Default occur, Landlord may resort to any or all of the following remedies:

A. Retain or take possession of any property on the Leased Premises pursuant to Landlord's statutory lien, with or without legal process.

B. Enter or re-enter the Leased Premises and remove all persons and property therefrom, with or without legal process.

C. Declare this Lease at an end and terminated.

D. Sue for and receive any and all damages sustained by Landlord, with or without terminating this Lease; continue this Lease in effect and lease or relet the Leased Premises or any part thereof, from time to time, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable, with the right reserved to Landlord to make reasonable alterations and repairs to said Leased Premises at Tenant's expense. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

E. Any and all remedies available to Landlord at law or in equity.

18.3 Cumulative Remedies. Each right, power and remedy of Landlord and Tenant provided for in this Lease or now or hereafter existing at law or in equity or by statute or

otherwise shall be, cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

18.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this Lease, the prevailing party shall be awarded all costs and expenses incident thereto.

18.5 Early Termination by Landlord. If Landlord determines, in its sole legislative discretion, to terminate its participation in the Community Service, it may immediately terminate this Lease.

18.6 No Relocation Benefits. Upon termination of this Lease, Tenant acknowledges and agrees that it is not entitled to receive any relocation benefits or assistance under federal and state relocation laws and regulations and shall make no claim for such relocation benefits.

19. Subordination and Attornment. Landlord may convey or otherwise dispose of the Leased Premises and Landlord shall have the absolute right to mortgage or encumber by deed of trust the Leased Premises. This Lease, at Landlord's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Leased Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Tenant an agreement ("Nondisturbance Agreement") to the effect that, so long as a Default caused by Tenant is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this Lease and not disturb or otherwise interfere with Tenant's leasehold and other rights under this Lease. Subject to the Nondisturbance Agreement, Tenant shall execute and deliver such further instrument evidencing this subordination as Landlord may reasonably request.

20. Right of Entry. Landlord may, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting, repairing or preserving the same.

21. Notices. 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 Landlord: Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady E. Miller, Town Manager

If to Tenant: Fountain Hills Cultural & Civic Association  
Post Office Box 18254  
Fountain Hills, Arizona 85269  
Attn: H. Jerome Butler, FHCCA Treasurer

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 Section. Notices shall be deemed received (i) when delivered to the party, (ii) five business days after being placed in the U.S. Mail, registered or certified, 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.

22. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Leased Premises including all Alterations in good condition and repair, reasonable wear and tear excepted.

23. Waiver. Any waiver by Landlord of any Default, breach or failure by Tenant shall not constitute a waiver of any other Default, breach or failure by Tenant hereunder. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

24. Severability. Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

25. Holding Over. No holding over by Tenant of the Leased Premises after the expiration of the Lease Term shall operate to extend the Lease Term or this Lease, and Tenant shall indemnify, defend and hold Landlord harmless from all costs and expenses and claims for damages by any other tenant to whom Landlord may have leased to Leased Premises effective upon the expiration of the Lease Term or termination of this Lease.

26. Benefits and Burdens. The covenants, terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Attorney's Fees. In the event of any litigation or arbitration arising out of this Lease, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

28. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

29. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Lease.

30. Headings. The headings in this Lease are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

31. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

32. Conflict of Interest. The Landlord may cancel this Lease pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Lease on behalf of the Landlord is, at any time while the Lease or any extension of the Lease is in effect, an employee of the Tenant in any capacity or a consultant to the Tenant with respect to the subject matter of the Lease. The cancellation shall be effective when written notice from the Landlord is received by the Tenant, unless the notice specifies a later time.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

**“Landlord”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )



On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, 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 Town of Fountain Hills.

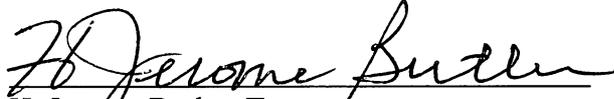
\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Tenant”**

Fountain Hills Cultural & Civic Association, Inc.  
an Arizona non-profit corporation

  
H. Jerome Butler, Treasurer

(ACKNOWLEDGMENT)

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

On September 6, 2016, before me personally appeared H. Jerome Butler, the Treasurer of Fountain Hills Cultural & Civic Association, Inc., an Arizona non-profit 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 Fountain Hills Cultural & Civic Association.



  
Notary Public

(Affix notary seal here)

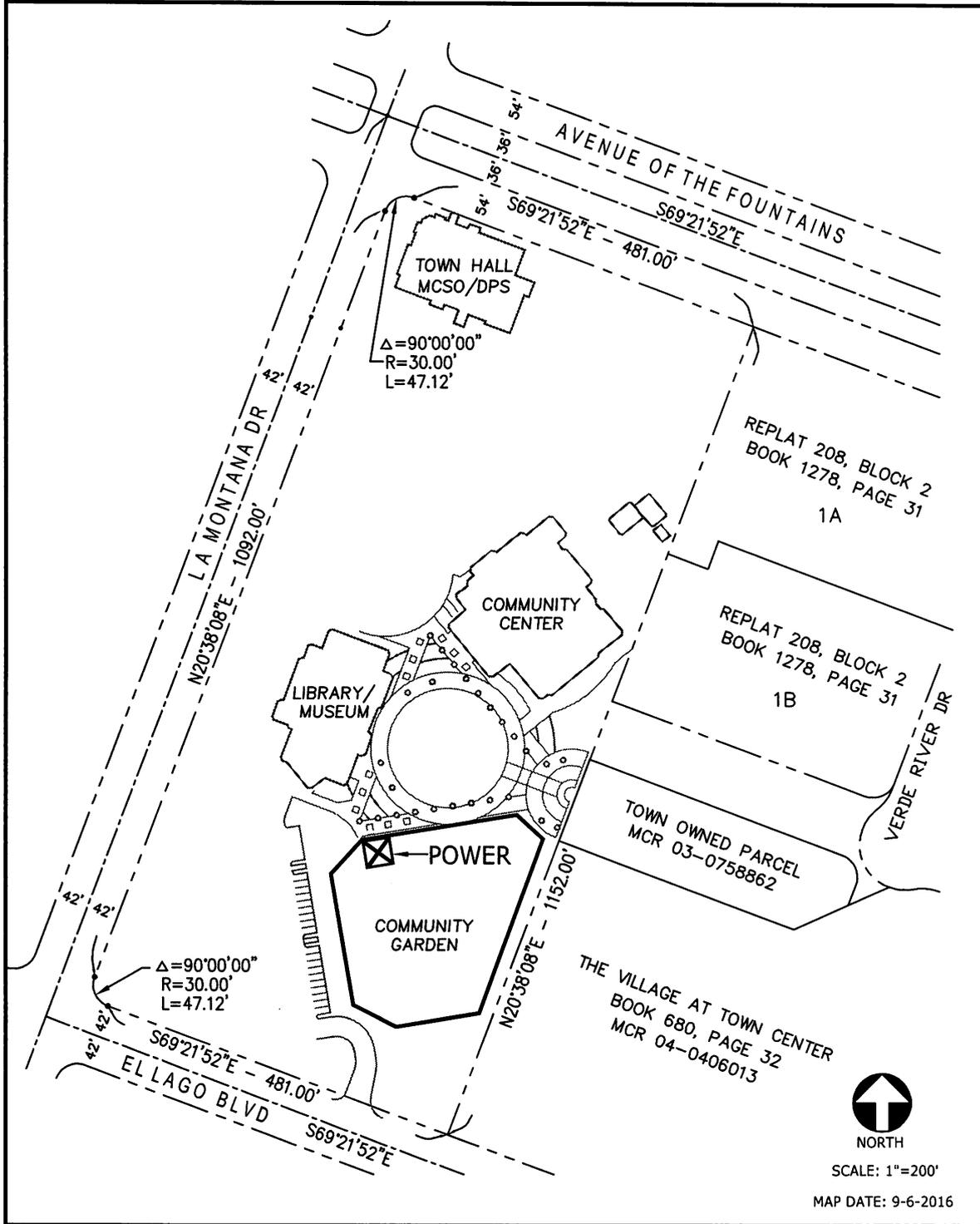
EXHIBIT A  
TO  
REAL PROPERTY LEASE  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FOUNTAIN HILLS CULTURAL & CIVIC ASSOCIATION

[Map]

See following page.

# TOWN OF FOUNTAIN HILLS

## EXHIBIT A





# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Public Works

**Staff Contact Information:** Paul Mood, Public Works Director, pmood@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Pavement Management Program

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**REQUEST TO COUNCIL** (Agenda Language): CONSIDERATION of Cooperative Purchase Agreement C2017-045 between M. R. Tanner Development and Construction, Inc. and the Town of Fountain Hills for asphalt replacement and miscellaneous work in an amount not to exceed \$1,796,753.59.

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**Applicant:** NA

**Applicant Contact Information:** NA

**Owner:** NA

**Owner Contact Information:** NA

**Property Location:** Zone 1 Pavement Management Area

**Related Ordinance, Policy or Guiding Principle:** NA

**Staff Summary** (background): In 2013 Town Council passed Resolution 2013-02 approving the Pavement Management Program. The Zone 1 Pavement Management Area is currently scheduled for pavement maintenance. Due to the age and conditions of the roads in Zone 1 staff has determined that certain collector and residential streets will require the top layer of asphalt to be replaced. Due to budget limitations additional mill and overlay in Zone 1 is anticipated to be completed in FY2017-18 and slurry seal in FY18-19.

**Risk Analysis** (options or alternatives with implications): The proposed mill and overlay is required to prevent more costly repairs in the future.

**Fiscal Impact** (initial and ongoing costs; budget status): \$1,796,753.59

**Budget Reference** (page number): 276

**Funding Source:** Multiple Funds

If Multiple Funds utilized, list here: HURF and general Fund Transfer

**Budgeted; if No, attach Budget Adjustment Form:** Yes

**Recommendation(s) by Board(s) or Commission(s):** NA

**Staff Recommendation(s):** Staff recommends approval of Cooperative Purchase Agreement C2017-045.

**List Attachment(s):** FY16-17 Map, Contract C2017-045

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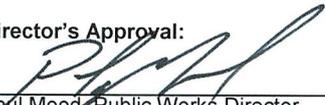
**SUGGESTED MOTION** (for Council use): Motion to approve Cooperative Purchase Agreement C2017-045 between M.R. Tanner Development and Construction, Inc. and the Town of Fountain Hills for asphalt replacement and miscellaneous work in an amount not to exceed \$1,796,753.59.

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Prepared by:

Paul Mood, Public Works Director 8/31/2016

Director's Approval:

  
Paul Mood, Public Works Director 8/31/2016

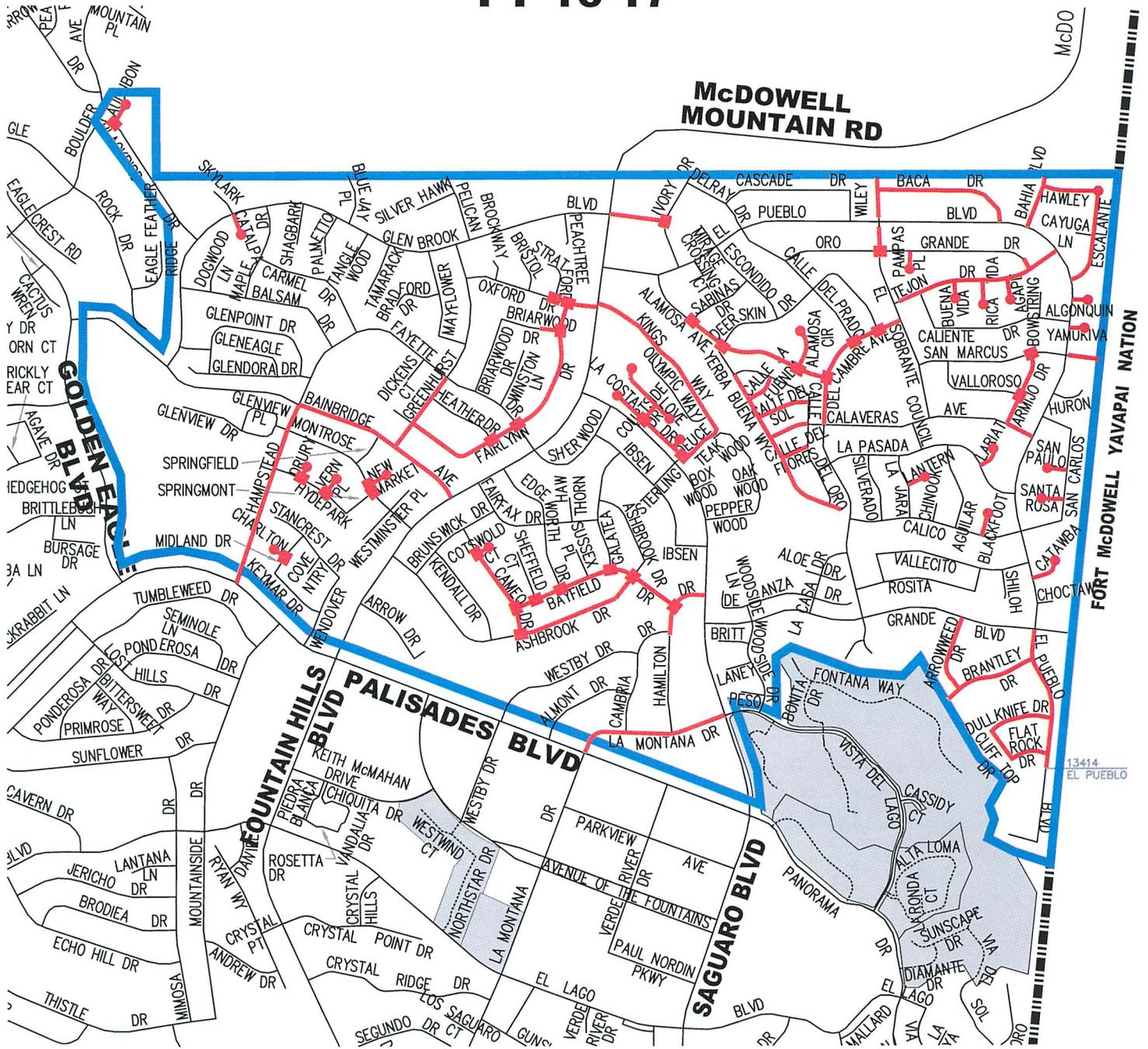
Approved:

  
Grady E. Miller, Town Manager 9/6/2016

# Town of Fountain Hills

## ZONE 1 PAVEMENT MANAGEMENT

### FY 16-17



#### LEGEND

- ZONE AREA
- MILL & OVERLAY
- PRIVATE ROAD
- GATED-PRIVATE

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and M. R. Tanner Development and Construction, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Chandler (“Chandler”) entered into Contract No. ST5-745-3478, dated February 13, 2015, and amended by Amendment Number One, dated January 22, 2016 (collectively, the “Chandler Contract”), for the Contractor to provide street replacement and asphalt mill and overlay. A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Chandler Contract, at its discretion and with the agreement of the awarded Contractor, and the Chandler Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Chandler Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with street replacement and asphalt mill and overlay, as more particularly set forth in Section 2 below (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 Town 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 January 22, 2017, unless terminated as otherwise provided in this Agreement or the Chandler Contract.

2. Scope of Work. Contractor shall provide the Materials and Services (i) under the terms and conditions of the Chandler Contract, (ii) as set forth in the Proposal and Map, attached hereto as Exhibit B and incorporated herein by reference and (iii) pursuant to instructions from the Town.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Chandler Contract will be held at Contractor's risk. Upon discovery of non-conforming Materials or Services, the Town 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. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$1,796,753.59 for Materials and Services at the unit rates as set forth in the Chandler Contract and as more particularly set forth in the Proposal.

5. Payments. The Town 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 Chandler 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 Chandler Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, 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 Town 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 Town 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 Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

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

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

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

11. Agreement Subject to Appropriation. The Town 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 Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town'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 Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town'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, the Proposal, the Chandler 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 Chandler Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town 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 Chandler 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.

13. Rights and Privileges. To the extent provided under the Chandler Contract, the Town shall be afforded all of the rights and privileges afforded to Chandler and shall be the “City” (as defined in the Chandler Contract) for the purposes of the portions of the Chandler 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 Town shall be afforded all of the insurance coverage and indemnifications afforded to Chandler to the extent provided under the Chandler Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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 Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: Grady E. Miller, Town 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:        M. R. Tanner Development and Construction, Inc.  
                                  1327 West San Pedro Street  
                                  Gilbert, Arizona 85233  
                                  Attn: Kevin Day

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.

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

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

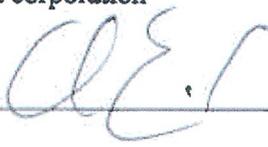
On \_\_\_\_\_, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

**"Contractor"**

M. R. TANNER DEVELOPMENT  
AND CONSTRUCTION, INC.,  
an Arizona corporation

By: 

Name: Alan Evans

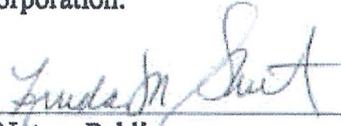
Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On 08/31/16, 2016, before me personally appeared Alan Evans, the President of M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



  
Notary Public

(Affix notary seal here)

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

[Chandler Contract]

See following pages.

**AMENDMENT NUMBER ONE,  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
MR TANNER DEVELOPMENT & CONSTRUCTION, INC.  
STREET REPLACEMENT & ASPHALT MILL & INLAY  
AGREEMENT NO. ST5-745-3478**

18-2319

This Amendment No. 1 to that certain Agreement between the City of Chandler (CITY) and MR TANNER DEVELOPMENT & CONSTRUCTION, INC. (Contractor) for Street Replacement & Asphalt Mill & Inlay dated, February 13, 2015 and is entered into this 22 day of January, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each. This is the first renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 5 of the Agreement, as amended, extends the term of the agreement for a one-year period from January 23, 2016 through January 22, 2017 in an amount not to exceed \$7,106,480. *includes sales tax*
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

EKK  
02816

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 22 day of January, 2016.

CITY OF CHANDLER:

CONTRACTOR:

By: *[Signature]*  
Mayor

By: *[Signature]*  
Title: President

APPROVED AS TO FORM:

*[Signature]*  
City Attorney *BKM*

ATTEST: (If corporation)

*[Signature]*  
Secretary

ATTEST:

*[Signature]*  
City Clerk

WITNESS: (If individual or Partnership)

\_\_\_\_\_



CC 1-14-16

**CITY OF CHANDLER SERVICES AGREEMENT  
STREET REPLACEMENT & ASPHALT MILL & INLAY  
AGREEMENT NO.: ST5-745-3478**

18-2319

THIS AGREEMENT is made and entered into this 13 day of February, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **M.R. TANNER DEVELOPMENT & CONSTRUCTION, INC.**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Streets Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall perform street replacement asphalt mill and inlay work all as more specifically set forth in the Scope of Work, labeled Exhibit B, Pricing, Exhibit C, Bid Bond, Exhibit D1, Performance Bond, Exhibit D2, Performance Bond, Exhibit D3, Construction Detail, Exhibit E, Contractors Equipment, Exhibit F1, Subcontractors/Personnel, Exhibit F2 and Maps, Exhibit G attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.

CC 2-12-15

- 2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.4.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2** A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6** In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. Warranties. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
4. **PRICE:** CITY shall pay to CONTRACTOR the sum of **FIVE MILLION TWO HUNDRED SEVENTY EIGHT THOUSAND DOLLARS** per year for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R S. W9 Form on file with CITY, unless not required by law.
- 4.6. **Price Adjustment (Annual—CPI).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is **ONE (1) year**, commencing on the **JANUARY 23, 2015** and terminating on **JANUARY 22, 2016** unless sooner terminated in accordance with the provisions herein. Subject to mutual acceptance by the City and contractor, the contract may be extended for up to **FOUR (4)** additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.1. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

#### 7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## 8. TERMINATION:

- 8.1. Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2. Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. 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.

- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

**INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

## 11. INSURANCE:

### 1. General.

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

### 2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance*: CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Builders' Risk Insurance (Course of Construction)*. The CONTRACTOR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Chandler, the CONTRACTOR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the GMP and all subsequent modifications. The CONTRACTOR's Builders' Risk-Installation insurance must be primary and not contributory.
1. Builders' Risk-Installation insurance must name the City of Chandler, the CONTRACTOR and all tiers of Sub Contractors as Additional Insured's and must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.
  2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CONTRACTOR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
  3. The CONTRACTOR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The CONTRACTOR will be responsible for any and all deductibles under these policies and the CONTRACTOR waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Builders' Risk-Installation insurance described above.
  4. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
    - a. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
    - b. This insurance must include as named insureds, the City, the CONTRACTOR, SubContractors, Subconsultants and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide some level of coverage with the City and CONTRACTOR named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

- c. This insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
- d. All rights of subrogation are, by this Agreement, waived against the City of Chandler, its officers, officials, agents and employees.
- e. The CONTRACTOR is responsible for payment of all deductibles under the Builders' Risk policy.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
  - 2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  - 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.
  - 4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
  - 5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  - 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
  - 8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Sr. Streets Coordinator  
 Contact: Al Fausto  
 Mailing Address: \_\_\_\_\_  
 Physical Address: 975 E. Armstrong Way  
 City, State, Zip Chandler, AZ 85225  
 Phone: 480-782-3505  
 FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: M.R. Tanner Development & Construction, Inc.  
 Contact: Kevin Day  
 Address: 1327 W. San Pedro St  
 City, State, Zip Gilbert, AZ 85233  
 Phone: 480-633-8500  
 FAX: 480-633-8111  
kday@mrtanner.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**13. CONFLICT OF INTEREST:**

- 13.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 13.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14. GENERAL TERMS:**

- 14.1 **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

## **14.2 Performance and Payment Bonds.**

Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

- 14.3 Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.4 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.5 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.6 Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.7 Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.8 No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.9 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 13 day of February, 2015.

FOR THE CITY OF CHANDLER

Jay Titmanson  
Mayor

FOR THE CONTRACTOR

By: [Signature]  
Signature

APPROVED AS TO FORM:

Cynthia Hagan  
City Attorney

ATTEST: If Corporation

Kevin P. Day  
Secretary

ATTEST:

Muel Padua  
City Clerk



**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: ST5-745-3478</b>			
<b>Name (as listed in the contract): M.R. Tanner Development &amp; Construction, Inc.</b>			
<b>Street Name and Number: 1327 W. San Pedro St.</b>			
<b>City: Gilbert</b>	<b>State: AZ</b>	<b>Zip Code: 85233</b>	

I hereby attest that:

- 1 The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

Kevin P. Day

Printed Name: Kevin P. Day

Title: Secretary/Treasurer

Date (month/day/year): \_\_\_\_\_

## **EXHIBIT B**

### **GENERAL INFORMATION**

Contractor shall provide Street Replacement Asphalt Mill & Inlay services on an as needed basis.

Maps indicating potential work locations are attached, Exhibit G, however these locations are subject to change.

### **GENERAL CONTRACTOR QUALIFICATIONS**

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

**EXHIBIT B  
TECHNICAL SPECIFICATIONS**

**STANDARD SPECIFICATION AND STANDARD DETAILS.** City of Chandler is now operating under the latest revision of the 2012 edition (with 2014 revisions) of the Uniform Standard Specification and Details for Public Works Construction, published by the Maricopa Association of Governments as amended by the City of Chandler, which is herewith incorporated by reference and made apart hereof.

**ASPHALT CONCRETE MILLING – VARIOUS LOCATIONS**

**MILL ASPHALTIC CONCRETE PAVEMENT (1 ½"-2")** CONTRACTOR shall remove existing asphalt pavement to lines and depths indicated in the specifications in accordance with the requirements in MAG Standard Specifications, Section 350. Asphalt shall be milled using a high flow milling drum. All milled materials will be hauled off site and will be disposed at CONTRACTOR'S expense. After milling and prior to the crack sealing, the entire street will be swept with a vacuum or regenerative air sweeper to remove loose material. CONTRACTOR shall pre-lower all existing utilities, survey monuments, and brass caps prior to the milling operation. All Pre-lowered utilities, survey monuments, and brass caps shall have a temporary asphalt patch installed flushed with existing pavement.

**Measurement and payment:** Measurement and payment for AC milling shall be for each square yard of milled asphalt complete in place.

**ASPHALTIC CONCRETE CRACK SEALING.** General Requirement - Work shall consist of inspecting the asphaltic concrete pavement for cracks after milling, cleaning cracks in the existing bituminous pavements and applying a pre-mixed asphalt rubber sealant. The work does not include patching of potholes or alligator cracks. CONTRACTOR shall provide all traffic control necessary to accomplish the required work.

**Cleaning of Cracks - Applying sealant.** CONTRACTOR shall seal all cracks with an average clear opening of ¼" or greater. All cracks with an average clear opening or less than ¼" shall not be sealed. Immediately prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, and other deleterious substances by means of using forced air (65 psi and greater) with a downward blast into the crack and a vacuum attachment to vacuum the debris released. The material shall be vacuumed and contained to prevent it from getting into the atmosphere. All cracks shall be cleaned to a depth of from ½" to 1". Contract Administrator/designee shall make the determination as to what work will be done under this contract.

Sealant shall be CRAFCO Polyflex Type 3 or approved equal. CONTRACTOR shall place sealant so as to not completely fill the crack to prevent crack seal material from boiling over during paving. Blotter material (sand) may be required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. CONTRACTOR shall apply blotter material of a type acceptable to and at the direction of the Contract Administrator/designee (no cement powder shall be acceptable).

**Equipment.** The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogeneous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays. CONTRACTOR shall apply the material under pressure with a hose and wand assembly. The Contract Administrator/designee, prior to use, shall approve any equipment designated for use by CONTRACTOR.

**Measurement and Payment.** Measurement and payment shall be by the lineal foot of cracks sealed complete in place in accordance with the project.

Within two (2) days after the work has been completed on residential streets, CONTRACTOR shall take caution to make sure the site is left clean and free of excess material, debris, etc. The streets, gutters, sidewalks and driveways shall be cleaned before the job is considered complete. Cleaning of the streets shall be by vacuum or regenerative sweeper. CONTRACTOR shall be required to clean the streets to the satisfaction of the Contract Administrator/designee. CONTRACTOR shall be responsible for the disposal of all debris swept from the streets.

**ASPHALTIC CONCRETE BASE REPAIR.** Consists of furnishing all materials, equipment, tools and labor as necessary to visually inspect and repair the asphaltic concrete pavement after the pavement has been milled if necessary as determined by the Contract Administrator/designee.

CONTRACTOR and Contract Administrator/designee will inspect the AC pavement after milling for deteriorated areas having excessive cracks and inadequate AC pavement depths of less than 1/2". In the event there are deteriorated areas or inadequate AC pavement depths, as determined by CONTRACTOR and Contract Administrator/designee, the pavement should be saw cut, removed and replaced with a 1" lift of new AC pavement or repaired as directed by Contract Administrator/designee.

If the existing AC pavement is saw cut and removed, CONTRACTOR shall inspect and remove the existing aggregate base course, and shall replace and re-compact as follows: CONTRACTOR shall remove and replace 6" of aggregate base course to replace surface aggregate base course that has been disturbed or contaminated in the process of AC base pavement removal.

**Measurement and Payment.** Measurement and payment shall be by the square yard of AC pavement removed, replaced and/or repaired complete in place in accordance with these specifications, MAG Standard Specifications and as directed by the Contract Administrator/designee, including inspection, saw cutting, AC and aggregate base course removal, replacement and re-compaction. The quantity shown in Exhibit C is an estimate only and may or may not be used depending on the condition of the AC pavement after milling.

**ASPHALTIC CONCRETE OVERLAY (2" thick - 12.5mm EVAC A/C).** This work shall consist of constructing a 12.5mm, 2-inch bituminous pavement overlay in conformance with the dimensions and sections shown on the maps. CONTRACTOR shall construct in accordance with the requirements of MAG Standard Specifications, Sections 321, and 336 except that the mix design and material testing shall conform to the latest East Valley Hot Asphalt Mix Criteria by the East Valley Asphalt Committee (EVAC). CONTRACTOR shall submit all mix designs to the Contract Administrator/designee for review and approval a minimum of ten (10) working days prior to the start of production. All finished pavement overlay shall be water tested for drainage in the presence of the Contract Administrator/designee before final acceptance. Any areas not draining properly shall be corrected to the Contract Administrator/designee's satisfaction at the expense of the CONTRACTOR. Water for this testing shall be provided by the CONTRACTOR.

**Measurement and Payment.** Measurement and payment for asphaltic concrete overlay shall be by the square yard, complete in place, including tack coat.

**MANHOLE AND VALVE ADJUST.** Manhole and valves will be adjusted to be flush with the new asphalt. Adjustments will follow MAG Standard Detail 270, 420-1, 420-2, or 422, and City of Chandler Detail C-401. Debris Shields shall be installed in all manholes prior to adjustments and remain in place until the work is completed. At completion, shields shall be removed, enclosures cleaned and inspected by Contract Administrator/designee. CONTRACTOR shall provide the City of Chandler with a final detailed count (gas, SRP, Qwest, Water, etc...), map and location of any and all utility and/or manhole adjustments prior to actual project commencement.

**Measurement and Payment.** Measurement and payment for manhole and valve adjustments will be paid for on the "each" basis.

**SPEED HUMPS.** This work shall consist of installing speed humps per CITY Detail C-234 and will be paid on the basis of each hump crossing the entire width of the street with pavement markings installed and complete in place.

**TRAFFIC CONTROL.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

**STRIPING.** CONTRACTOR shall provide CITY with striping as-builds before start of project. All striping shall follow the latest version of the CITY Standard Details and Specifications Manual. No striping shall begin until approved by CITY Traffic Engineering Division and Contract Administrator/designee. Temporary striping is required where thermo striping is to be applied at a later time. Street intersections which require striping shall not remain un-striped for more than three consecutive days.

**SURVEY MONUMENTS.** This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.

**Measurement and Payment.** Measurement and Payment will be made on the "each" basis.

**PERMITS.** Unless otherwise specified, CITY will, upon appropriate cooperation from CONTRACTOR, obtain and provide to CONTRACTOR those permits issued by CITY. CONTRACTOR shall obtain all other permits and licenses. CONTRACTOR shall pay all other governmental charges and inspection fees necessary for the completion of the work, which are applicable at the time of bid opening. Work in any public easement or right-of-way shall be done in accordance with the requirements of a permit issued by the public agency in whose easement or right-of-way the work is located, in addition to conforming to the drawings and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the drawings and specifications.

CITY permits and permits from all applicable governing jurisdictions (i.e. Maricopa County and Arizona Department of Transportation) are required while performing work on CITY contracts. CONTRACTOR shall pay all permit fees as required by the other governing jurisdictions.

Construction water and landfill fees will not be waived and shall be paid for by CONTRACTOR.

**DUST CONTROL.** CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose, in accordance with the requirements of the "Maricopa County Environmental Services Department of Air Pollution Control Regulations". CONTRACTOR shall be responsible for obtaining an Air Quality Permit for Maricopa County prior to starting the work. County permit fees shall be paid for by the CONTRACTOR.

**Recordkeeping.** Any person who conducts dust-generating operations that require a Dust Control Plan shall keep a written record of self-inspection on each day dust-generating operations are conducted. Self-inspection records shall include daily inspections for crusted or damp soil, track-out conditions and clean-up measures, daily water usage, and dust suppressant application. Such written record shall also include the following information:

- Method, frequency, and intensity of application or implementation of the control measures;
- Method, frequency, and amount of water application to the site;
- Street sweeping frequency;
- Types of surface treatments applied to and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps;
- Types and results of test methods conducted;
- If contingency control measures are implemented, actual application or implementation of contingency control measures and why contingency control measures were implemented;
- List of sub-Contractors' names and registration numbers updated when changes are made; and
- Names of employee(s) who successfully completed dust control training class(es) required by Section 309, date of the class(es) that such employee(s) successfully completed, and name of the agency/representative who conducted such class(es).

Any person who conducts dust-generating operations that do not require a Dust Control Plan shall compile and retain records (including records on any street sweeping, water applications, and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps) that provide evidence of control measure application, by indicating the type of treatment or control measure, extent of coverage, and date applied.

Upon verbal or written request by the Contract Administrator/designee, the log or the records and supporting documentation shall be provided as soon as possible but no later than 48-hours, excluding weekends. If the Contract Administrator/designee is at the site where requested records are kept, records shall be provided without delay.

**Records Retention.** Any person who conducts dust-generating operations that require a Dust Control Plan shall retain copies of approved Dust Control Plans, control measurers implementation records, and all supporting documentation for at least six (6) months following the termination of the dust-generating operation and for at least two (2) years from the date of such records were initiated. If a person has obtained a Title V Permit and is subject to the requirements of this rule, then such person shall retain records required by this rule for at least five (5) years from the date such records are established

**CLEAN UP.** CONTRACTOR shall be responsible for keeping the sidewalks, streets, alleys, and adjacent areas around the site free from debris, obstacles, mud, dirt, etc. CONTRACTOR shall immediately and continuously clean up any and all mud or dirt tracked onto streets or sidewalks by construction traffic.

During progress of work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from work. Failure of CONTRACTOR to comply with Contract Administrator/designee clean-up orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.

Excess or unsuitable material, broken asphaltic concrete, and broken Portland cement concrete resulting from the work shall be removed from the site and disposed of by CONTRACTOR. Disposal of material within CITY limits or planning area shall be approved by Contract Administrator/designee prior to disposal.

CONTRACTOR shall prevent silt, mud, and/or debris resulting from work from being discharged into CITY storm drains, retention basins or street right-of-ways. Earthwork stockpiles shall not exceed 6' in height. Any earthwork stockpile, regardless of height, shall be removed within seven (7) days of CITY notification if dust suppression efforts fail to maintain satisfactory airborne containment control.

At completion of work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, temporary construction facilities and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore conditions to their original condition, those portions of the site not designated for alteration by Contract Administrator/designee. CONTRACTOR shall also leave the public right-of-way, all streets, sidewalks, utility easements, and any affected private property in a neat and clean condition with all damages, including landscaping, repaired and restored.

If CONTRACTOR is instructed by Contract Administrator/designee to perform clean up or street sweeping operations and fails to do so to Contract Administrator/designee's satisfaction within two (2) working days, CITY may procure clean up services and/or commercial street sweeping services and charge such costs, including CITY administrative time, to CONTRACTOR.

**CONSTRUCTION SIGNS.** It shall be the responsibility of CONTRACTOR to furnish and erect construction signs in accordance with agreement specifications. The signs shall be professionally prepared and subject to approval by the Contract Administrator/designee, shall be maintained by CONTRACTOR for the duration of the work, and shall be removed by CONTRACTOR during the final clean-up.

The number of signs required, the size, shape, installation requirements and information to be included for signs is established on Exhibit E (Construction Sign Detail); however, signs shall be a minimum of 4' x 8' and shall be installed so that the bottom of the sign is at least 4' above grade. CONTRACTOR shall include cost of signs in their bid price. Sign locations shall be determined by Contract Administrator/designee.

All required construction signs shall be installed by CONTRACTOR within seven (7) days of Notice to Proceed. CONTRACTOR shall submit all traffic control plans to CITY Transportation and Development Department for approval prior to commencing any work.

**NOTIFICATION OF PUBLIC.** CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to work beginning and include any and all pertinent information, description of work, times, schedules and CONTRACTORS name with 24-hour contact numbers. The flyer information shall be submitted to the CONTRACT ADMINISTRATOR/designee for approval before distribution. Extreme care shall be taken by CONTRACTOR to ensure that all alley access (gates, garage doors, etc.) is clear and free of material that would obstruct operation or admission.

**PHOTOGRAPHS.** CONTRACTOR shall furnish a pre-construction video recording of the entire project site showing the existing conditions of all pavement, concrete, piping, equipment, structures, landscaping, buildings, and other site features. The video shall be in color digital format. The video shall be submitted to the Contract Administrator/designee and will be approved prior to commencing work. CONTRACTOR shall notify the Contract Administrator/designee a minimum of 48-hours prior to making the recording so that the Contract Administrator/designee is available to accompany the recorder.

**EXHIBIT C  
PRICING**

No.	Description	Est. Qty.*	Unit	Unit Price	Extended Price
1	Mill Asphalt 1.5" - 2.0"	504,100	SY	\$ 1.10	\$ 554,510.00
2	Crack Fill	605,000	LF	\$ .15	\$ 90,750.00
3	Pave 2" (12.5mm EVAC A/C Mix)	504,100	SY	\$ 6.90	\$ 3,478,290.00
4	Adjust Sanitary & Storm Sewer Manholes	447	EA	\$ 350.00	\$ 156,450.00
5	Adjust Valve Boxes & Cleanouts	907	EA	\$ 300.00	\$ 272,100.00
6	Adjust Survey Monuments & Brass Caps	283	EA	\$ 150.00	\$ 42,450.00
7	Traffic Control & Barricading	1	LS	\$ 110,980.00	\$ 110,980.00
8	Project Signs	6	EA	\$ 500.00	\$ 3,000.00
9	Contractor Information Signs	12	EA	\$ 500.00	\$ 6,000.00
10	A/C Base Repair	105,000	SY	\$ 4.00	\$ 420,000.00
11	Speed Humps per COC Traffic Specifications (Includes striping pattern per CoC Traffic Engineering Specs)	12	EA	\$ 3,000.00	\$ 36,000.00
12	City of Chandler Uniformed Police Officer, (If required). Contractor to be paid the actual cost of hiring police officer	1	LS	\$60,000.00	\$60,000.00
<b>NOTE: All striping quantities are based on 4" equivalent.</b>					
13	4" Yellow Paint	27,000	LF	\$ .20	\$ 5,400.00
14	4" White Paint	1,000	LF	\$ .20	\$ 200.00
15	6" White Paint	11,500	LF	\$ .20	\$ 2,300.00
16	8" White Paint (Turn Lane) - Temporary	2,300	LF	\$ .50	\$ 1,150.00
17	8" White Thermo (Turn Lane)	2,300	LF	\$ .75	\$ 1,725.00
18	12" White Paint (Crosswalks) - Temporary	8,000	LF	\$ .50	\$ 4,000.00
19	12" White Thermo (Crosswalks)	8,000	LF	\$ 1.00	\$ 8,000.00
20	18" White Paint (Stop Bars) - Temporary	3,900	LF	\$ .50	\$ 1,950.00
21	18" White Thermo (Stop Bars)	3,900	LF	\$ 2.00	\$ 7,800.00
22	24" White Thermo (Railroad Stop Bars)	24	LF	\$ 5.00	\$ 120.00
23	Railroad Symbols (Per MUTCD)	2	SETS	\$ 500.00	\$ 1,000.00
24	School Crosswalks: 24"X10' Yellow High Visibility Rectangles	5	SETS	\$ 500.00	\$ 2,500.00
25	School Roll Out Yellow Dots (24" Dia.)	15	EA	\$ 100.00	\$ 1,500.00
26	Turn Arrows, Paint - Temporary	15	EA	\$ 40.00	\$ 600.00
27	Turn Arrows, Thermo	15	EA	\$ 150.00	\$ 2,250.00
28	Bike Lane Symbols	15	EA	\$ 80.00	\$ 1,200.00
29	White Raised Pavement Markers (RPMs)	300	EA	\$ 5.00	\$ 1,500.00
30	Yellow Raised Pavement Markers (RPMs)	300	EA	\$ 5.00	\$ 1,500.00
31	Blue Fire Hydrant Reflectors	315	EA	\$ 5.00	\$ 1,575.00
32	Temporary Chip Seal Pavement Markers/Tabs, Yellow	300	EA	\$ 2.00	\$ 600.00
33	Temporary Chip Seal Pavement Markers/Tabs, White	300	EA	\$ 2.00	\$ 600.00
<b>TOTAL (Items 1- 33 tax inclusive)</b>				<b>\$ 5,278,000.00</b>	

\* Quantities are estimates only and are not guaranteed.

**EXHIBIT D1**  
**BID BOND**

ARIZONA STATUTORY BID BOND PURSUANT TO  
TITLES 28,34 AND 41.  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_,  
\_\_\_\_\_, (hereinafter Principal), as Principal, and  
\_\_\_\_\_, (hereinafter "Surety"), a corporation organized and  
existing under the laws of the State of \_\_\_\_\_, with its principal offices in \_\_\_\_\_,  
holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department  
of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto  
\_\_\_\_\_, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the  
amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the  
payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

**Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478**

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into  
a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of  
insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of  
the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in  
the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if  
the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount  
specified in the proposal and such larger amount for which the Obligee may in good faith contract with another  
party to perform the work covered by the proposal then this obligation is void. Otherwise to remain in full force and  
effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised  
Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the  
extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Principal \_\_\_\_\_

SEAL SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
SEAL

Its: \_\_\_\_\_

AGENCY OF RECORD

AGENCY ADDRESS

**EXHIBIT D2  
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for **Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
PRINCIPAL                      SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY                      SEAL

\_\_\_\_\_  
AGENT ADDRESS

**EXHIBIT D3  
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
PRINCIPAL SEAL

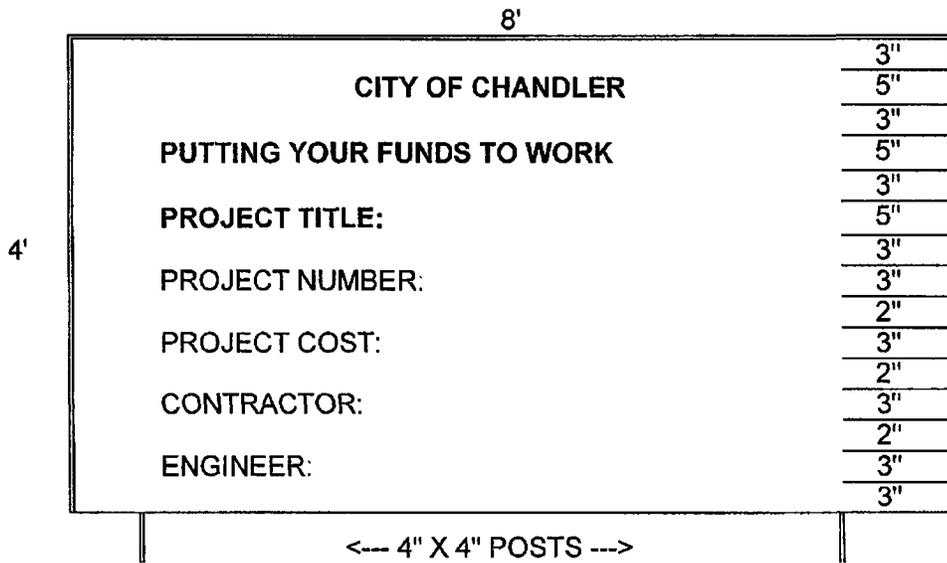
\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

**EXHIBIT E  
CONSTRUCTION SIGN DETAIL**



**NOTES:**

SIGN(S) SHALL BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS SHALL BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN SHALL BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS SHALL BE NON-REFLECTORIZED **ORANGE** BACKGROUND, AND NON-REFLECTORIZED **BLACK** LETTERS AND NUMERALS.

ONE SIGN SHALL BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN SHALL BE ERECTED AT EACH SITE

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

### **Construction signs required for work:**

Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows:

1. If the work will take one (1) week or longer to perform, such signage shall:
  - a) Be installed so that the bottom of the sign is at least seven (7) feet above grade, or as otherwise approved by CITY Transportation Engineer;
  - b) Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger.
  - c) Be placed in such positions that they can be read by traffic from each direction.
  - d) Be colored "construction orange" with black letters.
  - e) Have block letters at least 6" in height.
  - f) Contain the following information: the name of the CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be turned by such a representative of the CONTRACTOR within 24-hours.
  
2. If the work will take less than one (1) week to perform, such signage shall:
  - a) Be installed on temporary supports at an approved location;
  - b) Be placed in such positions that they can be read by traffic from each direction;
  - c) Be colored "construction orange" with black letters;
  - d) Have block letters at least 6" in height;
  - e) Contain the following information: the name of CONTRACTOR for whom the work is being performed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

**DEVELOPER  
CONTRACTOR  
MILL & INLAY  
1-1-15 TO 12-31-15  
(480) 782-XXXX**

**CONTRACTOR**  
**(480) 782-XXXX**





EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

[Proposal and Map]

See following pages.

# M. R. TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403  
Phone (480) 633-8500 · Fax (480) 633-8111

## PRELIMINARY COST ESTIMATE

CLASS A LICENSE NO. 111576-A  
An Equal Opportunity Employer

Date 8/11/2016

To Fountain Hills  
\_\_\_\_\_  
\_\_\_\_\_  
Attention Paul Mood  
\_\_\_\_\_

Job Name Fountain Hills Overlay  
Location Fountain Hills, AZ  
Architect- Engineer na  
Plans Dated na  
Soil Engineer na  
Report Date na

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

### PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>DESCRIPTION: ALL LABOR AND MATERIAL TO PROVIDE FULL WIDTH MILL AND OVERLAY FOR ENTIRE ROADWAY.</b>				
1	MILL ASPHALT	190,820.00	SY	1.15	219,443.00
2	PAVE (12.5MM EVAC A/C MIX - 1.50")	190,820.00	SY	6.50	1,240,330.00
3	ADJUST MANHOLE	100.00	EA	350.00	35,000.00
4	ADJUST VALVE BOXES & CLEANOUTS	155.00	EA	300.00	46,500.00
5	ADJUST SURVEY MONUMENTS & BRASS CAPS	100.00	EA	150.00	15,000.00
6	TRAFFIC CONTROL & BARRICADING	1.00	LS	99,725.00	99,725.00
7	PROJECT SIGNS	-	EA	500.00	-
8	CONTRACTOR INFO. SIGNS	-	EA	500.00	-
9	STRIPING	1.00	LS	28,000.00	28,000.00
10	OWNERS ALLOWANCE	1.00	LS	100,000.00	100,000.00
	<b>SUBTOTAL</b>				<b>\$ 1,783,998.00</b>
	<b>SALES TAX (+1.1% ADD FOR FOUNTAIN HILLS)</b>				<b>\$ 12,755.59</b>
	<b>TOTAL BID</b>				<b>\$ 1,796,753.59</b>

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

### ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and back of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

**M. R. TANNER CONSTRUCTION**

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

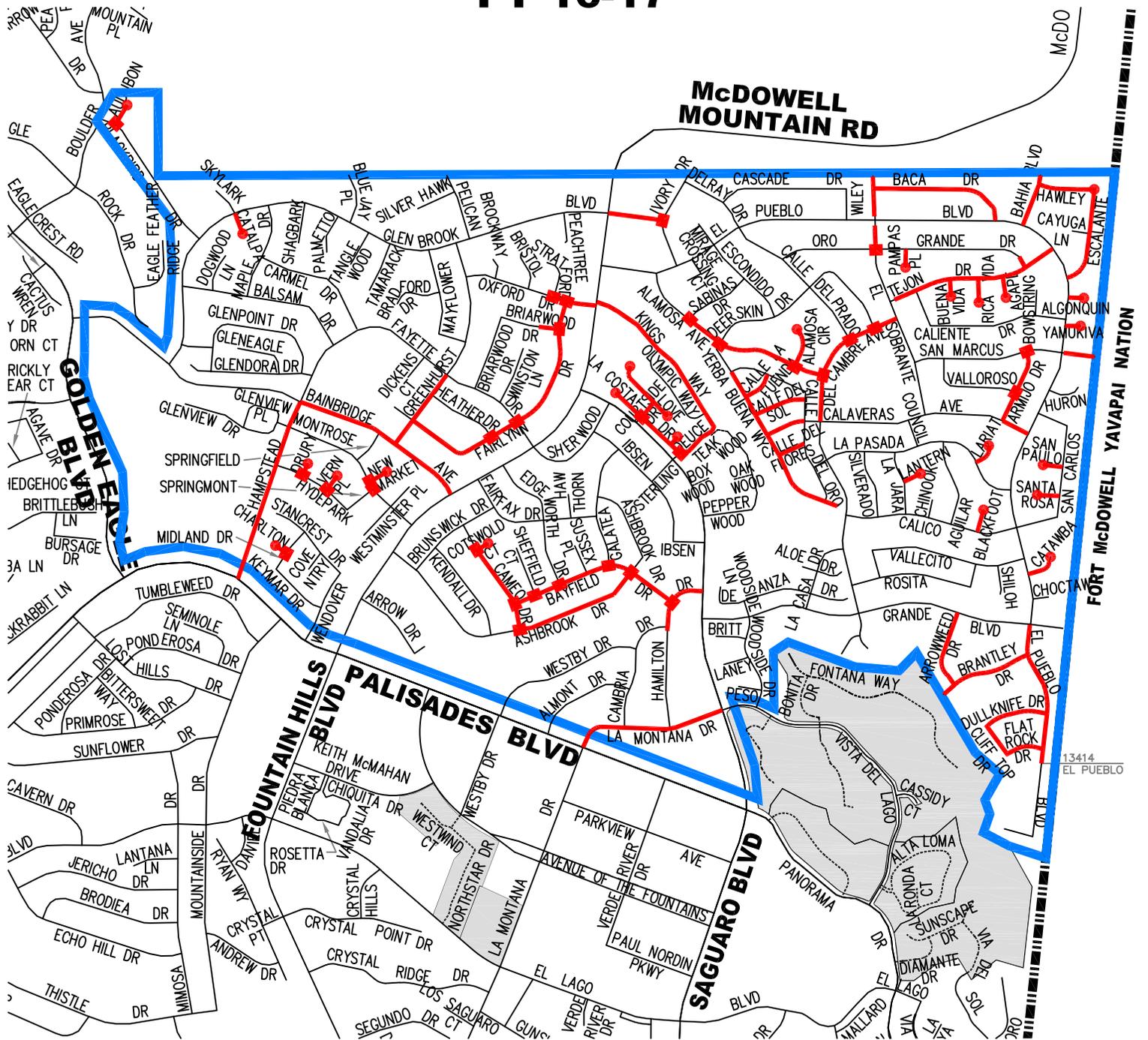
Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Town of Fountain Hills

## ZONE 1 PAVEMENT MANAGEMENT

### FY 16-17



#### LEGEND

- ZONE AREA
- MILL & OVERLAY
- PRIVATE ROAD
- GATED-PRIVATE



# TOWN OF FOUNTAIN HILLS

## TOWN COUNCIL AGENDA ACTION FORM

**Meeting Date:** 9/15/2016

**Meeting Type:** Regular Session

**Agenda Type:** Regular

**Submitting Department:** Community Services

**Staff Contact Information:** Mark Mayer – mmayer@fh.az.gov

**Strategic Planning Goal:** Not Applicable (NA)

**Operational Priority:** Not Applicable (NA)

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**REQUEST TO COUNCIL** (Agenda Language): **CONSIDERATION of ORDINANCE 16-09, amending Town Code Chapter 9, Parks and Recreation, Article 9-4 regarding drone compliance in Town parks.**

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**Applicant:** N/A

**Applicant Contact Information:** N/A

**Owner:** N/A

**Owner Contact Information:** N/A

**Property Location:** N/A

**Related Ordinance, Policy or Guiding Principle:**

**Staff Summary** (background): Recently the Arizona Legislature enacted rules specific to drones for communities across the state. Communities across the state would no longer be permitted to formulate rules specific to their communities regarding drones. In addition, the Federal Aviation Administration also released rules specific to drones which put drones in the category of "Unmanned Aircraft".

The attached resolution will add language into the Town Code under Article 9 that will amend the current code specific to gas-powered and incendiary rockets and add language specific to drones including where they can be used within the park system as required by the language recently passed the Arizona Legislature. The language from the Arizona Legislature requires that a community with a minimum number of parks must specify at least one to be utilized by drones.

In discussing this requirement with both staff and the Community Services Advisory Commission, we are in the agreement that a portion of the soccer fields at Desert Vista be designated for this use when not being used for activities. A map of this area is attached. If approved, the signage in all parks will be modified to reflect these changes.

**Risk Analysis** (options or alternatives with implications): N/A

**Fiscal Impact** (initial and ongoing costs; budget status): N/A

**Budget Reference** (page number): N/A

**Funding Source:** NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s):

Staff Recommendation(s): Staff recommends approval

List Attachment(s): ORDINANCE 16-09 and site map

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**SUGGESTED MOTION** (for Council use): **Motion to approve ORDINANCE 16-09**

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Prepared by:

NA \_\_\_\_\_ 9/6/2016

Director's Approval:

  
NA \_\_\_\_\_ 9/6/2016

Approved:

  
Grady E. Miller, Town Manager \_\_\_\_\_ 9/7/2016

**PARK HOURS:**

- PARK 6am-11pm
- DOG PARK 6am-9pm
- SKATE PARK 7am-SUNSET

**ALL RAMADAS HAVE:**

- LIGHTS
- ELECTRICAL OUTLETS
- HANDICAP TABLES

**ALL FIELDS ARE LIT**

# DESERT VISTA PARK

11800 N DESERT VISTA

ACTIVITY AREAS

- ① PLAYGROUND ACTIVITY AREA
- ② SKATE PARK

**PASSIVE/SMALL DOG PARK**

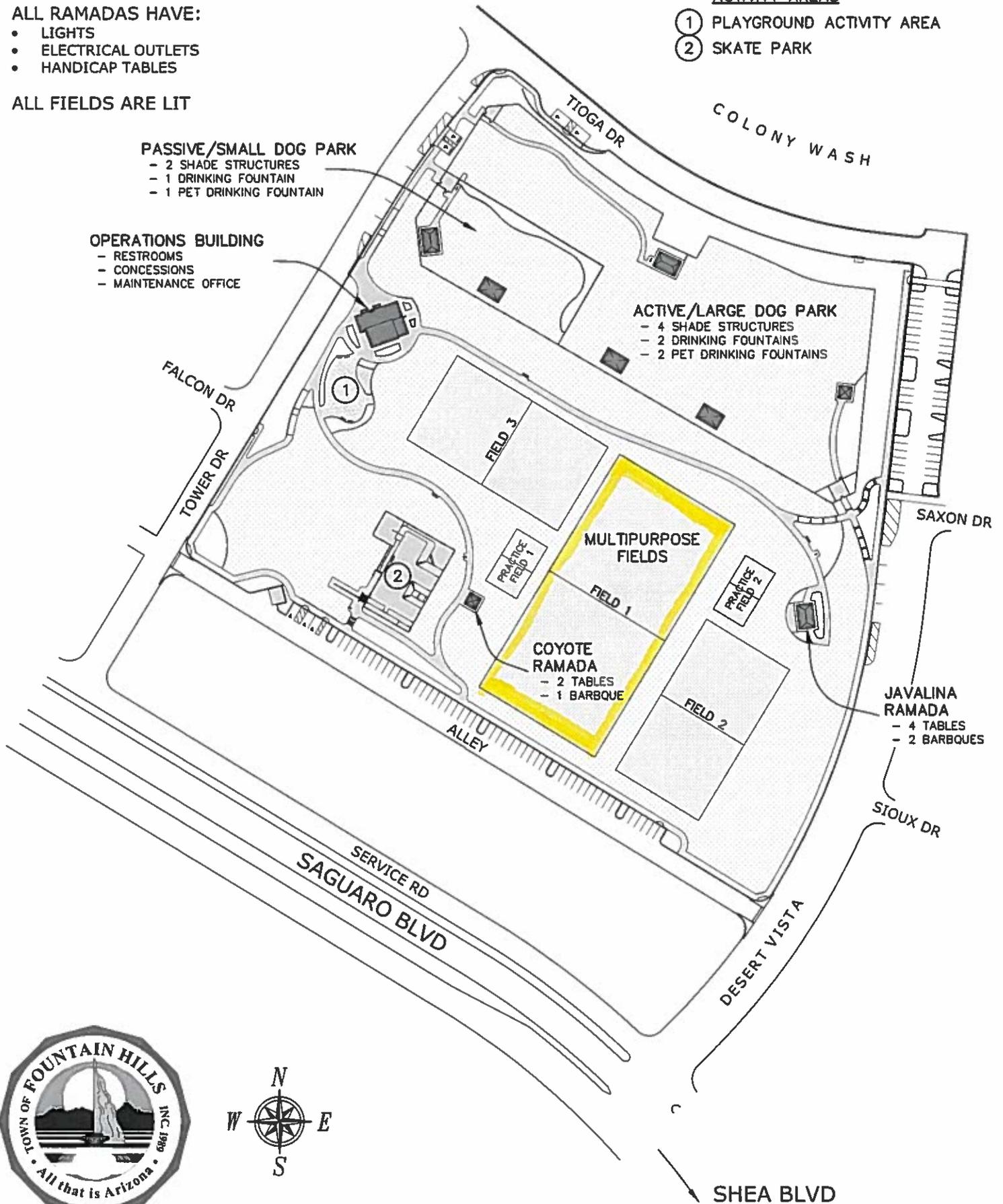
- 2 SHADE STRUCTURES
- 1 DRINKING FOUNTAIN
- 1 PET DRINKING FOUNTAIN

**OPERATIONS BUILDING**

- RESTROOMS
- CONCESSIONS
- MAINTENANCE OFFICE

**ACTIVE/LARGE DOG PARK**

- 4 SHADE STRUCTURES
- 2 DRINKING FOUNTAINS
- 2 PET DRINKING FOUNTAINS



**ORDINANCE 16-09**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS TOWN CODE, CHAPTER 9, ARTICLE 9-4, SECTION 9-4-3, AND ADDING NEW SECTION 9-4-4 OPERATION OF MODEL AIRCRAFT OR UNMANNED AIRCRAFT IN TOWN PARKS, ALL RELATED TO REGULATING THE USE OF DRONES IN TOWN PARKS.

**WHEREAS**, during its 2016 Legislative Session, the Arizona State Legislature enacted legislation regulating the use of model aircraft or unmanned aircraft in the State of Arizona, preempting municipalities from additional regulations of such aircraft and requiring that each municipality permit the takeoff or landing of a model aircraft or unmanned aircraft in at least one park or preserve owned by the municipality; and

**WHEREAS**, Town Code Section 9-4-3 prohibits the use of gas powered model airplanes and incendiary model rockets in all Town parks; and

**WHEREAS**, the Mayor and Council of the Town desires to amend the Town Code and modify the Park Rules to comply with State law and designate a park within the Town where the takeoff and landing of a model aircraft or unmanned aircraft is permitted pursuant to State law,

**NOW, THEREFORE, BE IT ORDAINED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town of Fountain Hills Town Code, Chapter 9 (Parks and Recreation), Article 9-4 (Park Rules and Regulations), Section 9-4-3 (Rules and Regulations at Town Owned Parks) is hereby amended to read as follows:

**Section 9-4-3 Rules and Regulations at Town Owned Parks**

A. All persons who use Town owned parks shall obey the following rules while on park property.

. . .

11. Model aircraft or unmanned aircraft and incendiary rockets are prohibited, except as provided in Section 9-4-4.

. . .

SECTION 3. The Town of Fountain Hills Town Code, Chapter 9 (Parks and Recreation), Article 9-4 (Park Rules and Regulations) is hereby amended by adding new Section 9-4-4 (Operation of Model Aircraft or Unmanned Aircraft) to read as follows:

**Section 9-4-4 Operation of Model Aircraft or Unmanned Aircraft**

- A. Pursuant to ARIZ. REV. STAT. § 13-3729(D)(3), the takeoff and landing of model aircraft or unmanned aircraft is permitted in the area of Desert Vista Park that is designated and posted for that use.
- B. For purposes of this Article, “Unmanned Aircraft” and “Model Aircraft” have the same meaning prescribed in Sections 331 and 336, respectively, of the FAA Modernization and Reform Act of 2012 (P.L. 112-95), as amended.

SECTION 4. 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 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
Linda M. Kavanagh, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Grady E. Miller, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney