

CITY COUNCIL AGENDA

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

REGULAR MEETING
September 15, 2008
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

- a. Special Meeting of August 11, 2008
- b. Work Session of August 18, 2008
- c. Regular Meeting of August 18, 2008
- d. Work Session of September 8, 2008
- e. Regular Meeting of September 8, 2008

b. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH PHOENIX CHILDREN'S HOSPITAL AND TEEN OUTREACH PREGNANCY SERVICES

City Council will consider a request to approve the amendments to the Professional Services Agreements with Phoenix Children's Hospital and Teen Outreach Pregnancy Services to amend the dates of the agreements to coincide with the services provided by the Avondale Teen Pregnancy Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. FIRST AMENDMENT TO PURCHASE AGREEMENT WITH POLYDYNE, INC. FOR THE PURCHASE OF POLYMER COAGULANT

City Council will consider a request to approve the first amendment to the purchase agreement with Polydyne, Inc. for the purchase of polymer coagulant for an amount not to exceed \$150,000.00 annually or \$450,000.00 in the aggregate for the term of the contract and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT TO THE PURCHASE AGREEMENT WITH LEGEND TECHNICAL SERVICES OF ARIZONA, INC. FOR LABORATORY SERVICES

City Council will consider a request to approve the first amendment to the purchase agreement with Legend Technical Services of Arizona, Inc. for laboratory services for the Water Resources Department in an aggregate amount not to exceed \$369,000 and to

authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICES AGREEMENTS WITH BROWN AND ASSOCIATES AND BUREAU VERITAS NORTH AMERICA, INC. FOR PLAN REVIEW AND INSPECTION SERVICES

City Council will consider approval of two professional services agreements with Brown and Associates for an amount not to exceed \$300,000.00 and Bureau Veritas North America, Inc. for an amount not to exceed \$100,000.00 for the provision of building plan review and inspections services. The Council will take appropriate action.

f. AWARD A CONSTRUCTION CONTRACT TO COMBS CONSTRUCTION COMPANY, INC. TO CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION OF VAN BUREN STREET AND ELISEO C. FELIX JR. WAY

City Council will consider a request to award a construction contract to Combs Construction Company, Inc. for the construction of a traffic signal at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of \$258,356.79, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 2771-908 - CANVASS OF VOTES FOR THE SEPTEMBER 2, 2008 SPECIAL ELECTION

City Council will consider a resolution canvassing the election results of the September 2, 2008 Special Election. The Council will take appropriate action.

h. RESOLUTION 2773-908 - INTERGOVERNMENTAL AGREEMENT - WESTERN MARICOPA ENTERPRISE ZONE

City Council will consider a resolution establishing the enterprise zone and authorizing the City to enter into an intergovernmental agreement with Maricopa County and other municipalities for the creation of the enterprise zone commission necessary to gain designation and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

i. RESOLUTION 2770-908 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT FOR AFTER-SCHOOL PROGRAMS

City Council will consider a resolution authorizing an Intergovernmental Agreement with Tolleson Union High School District for a free after school youth development program at La Joya Community High School and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

j. ORDINANCE 1328-908 - RIGHT-OF-WAY DEDICATION ON MAIN STREET ADJACENT TO RAUL & THERESA'S RESTAURANT

City Council will consider an ordinance accepting the dedication of right-of-way along Main Street authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

4 RESOLUTION 2772-908 - RENAMING THE OLD TOWN AVONDALE LIBRARY

City Council will consider a resolution renaming the Old Town Avondale Library. The Council will take appropriate action.

5 REIMBURSEMENT AGREEMENT WITH LITCHFIELD PARK FOR COSTS RELATED TO THE PHOENIX GOODYEAR AIRPORT SUPERFUND SITE

City Council will consider a request to approve a Reimbursement Agreement with the City of Litchfield Park to share engineering services costs in an amount not to exceed \$15,000 per year related to the Phoenix Goodyear Airport Superfund Site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 UPDATE ON CREATION OF AN ENVIRONMENTAL AFFAIRS COMMISSION

City Council will receive an update on the proposed structure of an Environmental Affairs Commission. For information, discussion and direction only.

7 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to (i) ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a current lease subject to dispute, (ii) ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with the City Manager, City Attorney and Economic Development Director relating to the sale of City-owned real property and (iii) ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City's Attorney regarding (a) zoning reversions and (b) real property nuisance abatements within the City.

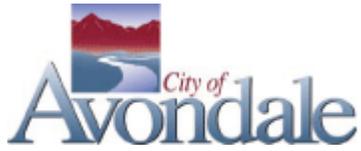
8 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

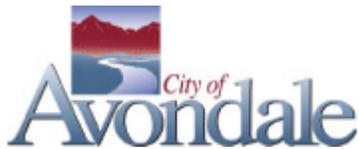
MEETING DATE:
September 15, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Amendments to the Professional Services
Agreements with Phoenix Children's Hospital and
Teen Outreach Pregnancy Services

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to the Professional Services Agreements with Phoenix Children's Hospital and Teen Outreach Pregnancy Services for the purpose of changing the contract dates to coincide with the services provided and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 19, 2008, the City Council approved Professional Services Agreements with Phoenix Children's Hospital and Teen Outreach Pregnancy Services for the purpose of passing through Gila River Indian Community grant funding to support the implementation of the Avondale Young Families Program.

The City Council authorized the City of Avondale to submit an application to the Gila River Indian Community for the purposes of implementing a Teen Pregnancy Program on April 16, 2007. The Gila River Indian Community awarded the grant funding in the amount of \$345,000 over a three year time frame for the implementation of the program on October 17, 2007.

DISCUSSION:

The City of Avondale and its partnering agencies recently determined that the Professional Services Agreement dates would need to be changed so that they better reflect the program service dates. The amendments to both contracts will extend the contract dates so that all related activities fall within the contract parameters.

BUDGETARY IMPACT:

Funding from the GRIC award will be passed through to each of the agencies. This will not affect the City's General Fund. This amendment will not change the funding allocations for either partnership.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the Professional Services Agreements with Phoenix Children's Hospital and Teen Outreach Pregnancy Services for the purpose of changing the contract dates to coincide with the services provided and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [PSA - Phoenix Children's Hospital](#)
-  [PSA - Teen Outreach Pregnancy Services](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX CHILDREN'S HOSPITAL**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Phoenix Children's Hospital, an Arizona non-profit corporation (the "Hospital").

RECITALS

A. The City and the Hospital entered into a Professional Services Agreement dated January 11, 2008 to set forth their respective rights and obligations with respect to the use of the Gila River Indian Community (the "GRIC") grant funding to implement the Avondale Youth Development and Young Families Program (the "Agreement").

B. The City has determined that it is necessary to change the effective date of the Agreement, change the term of the Agreement and modify the provisions of the Agreement.

C. The City and the Hospital desire to amend the Agreement to change the effective date of the Agreement, change the term of the Agreement and modify the provisions of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Hospital hereby agree to amend the Agreement as follows:

1. Effective Date. The effective date of the Agreement is hereby changed from January 11, 2008, to October 1, 2007.

2. Term of Agreement. The term of Agreement is hereby extended from September 30, 2010, to December 31, 2010.

3. Scope of Work. In addition to the quarterly reports set forth in Section 3 of the Agreement, the Hospital shall submit a quarterly report to the City for the period covering the fourth quarter of 2007 and a quarterly report on January 15, 2010.

4. Funds; Fund Payment Dates. In addition to the Invoice due dates set forth in Section 4 of the Agreement, the Hospital shall submit an Invoice for the period covering the fourth quarter of 2007 and an Invoice due on January 15, 2010.

5. 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.

6. Non-Default. By executing this First Amendment, the Hospital affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

“Hospital”

PHOENIX CHILDREN’S HOSPITAL,
an Arizona non-profit corporation

By:_____

Name:_____

Its:_____

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TEEN OUTREACH PREGNANCY SERVICES**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Teen Outreach Pregnancy Services, an Arizona non-profit corporation (the "TOPS").

RECITALS

A. The City and TOPS entered into a Professional Services Agreement dated January 11, 2008 to set forth their respective rights and obligations with respect to the use of the Gila River Indian Community (the "GRIC") grant funding to implement the Avondale Youth Development and Young Families Program (the "Agreement").

B. The City has determined that it is necessary to change the effective date of the Agreement, change the term of the Agreement and modify the provisions of the Agreement.

C. The City and TOPS desire to amend the Agreement to change the effective date of the Agreement, change the term of the Agreement and modify the provisions of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and TOPS hereby agree to amend the Agreement as follows:

1. Effective Date. The effective date of the Agreement is hereby changed from January 11, 2008, to October 1, 2007.

2. Term of Agreement. The term of Agreement is hereby extended from September 30, 2010, to December 31, 2010.

3. Scope of Work. In addition to the quarterly reports set forth in Section 3 of the Agreement, TOPS shall submit a quarterly report to the City for the period covering the fourth quarter of 2007 and a quarterly report on January 15, 2010.

4. Funds; Fund Payment Dates. In addition to the Invoice due dates set forth in Section 4 of the Agreement, TOPS shall submit an Invoice for the period covering the fourth quarter of 2007 and an Invoice due on January 15, 2010.

5. 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.

6. Non-Default. By executing this First Amendment, the TOPS affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

“TOPS”

CITY OF AVONDALE, an Arizona
municipal corporation

TEEN OUTREACH PREGNANCY
SERVICES, an Arizona non-profit
corporation

Marie Lopez Rogers, Mayor

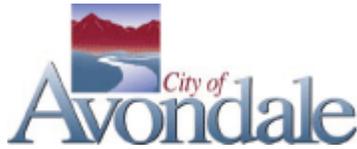
By:_____

ATTEST:

Name:_____

Carmen Martinez, City Clerk

Its:_____



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Purchase Agreement with Polydyne, Inc. for the Purchase of Polymer Coagulant

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize the purchase of Polymer Coagulant for the wastewater treatment plant from Polydyne, Inc. by amending the current piggyback agreement with Pima County, Arizona from \$175,000 to an amount not to exceed \$450,000 for the term of the contract and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The dewatering process requires the addition of polymer coagulant to improve the sludge formation and the water quality of the discharge. After the polymer coagulant is added to the sludge, a centrifuge separates the water from the solids of the sludge, and the solids are ready for final disposal.

DISCUSSION:

Pima County, Arizona has secured a contract price with Polydyne, Inc. for the purchase of polymer coagulant. The polymer coagulant that Pima County uses is the same polymer coagulant that the WRF uses in its sludge dewatering process. The current contract was approved in July 2006, and expires in December 2009. This amendment to the agreement will cover what is estimated to be needed for the duration of the contract. The Pima County contract was competitively advertised and bid and is in conformance with Avondale's procurement requirements. Polydyne, Inc., and Pima County have agreed to extend the contract price to the City of Avondale.

BUDGETARY IMPACT:

The funding for this contract is available in line item 503-9230-00-7150.

RECOMMENDATION:

Staff recommends requesting that the City Council authorize the purchase of Polymer Coagulant for the wastewater treatment plant from Polydyne, Inc. by amending the current piggyback agreement with Pima County, Arizona from \$175,000 to an amount not to exceed \$450,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[First Amendment to Purchase Agreement with Polydyne, Inc.](#)

**FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.**

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this "First Amendment") is made as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation ("City"), and Polydyne, Inc., a Delaware corporation ("Vendor").

RECITALS

A. After a competitive bidding process, the Pima County, Arizona (the "County") and the Vendor entered into Contract Number B501815 dated December 15, 2005, as amended (the "County Contract"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, for the Vendor to provide polyelectrolyte cationic dry polymer (the "Services").

B. The City entered into Purchase Agreement No. 12188 with the Vendor on July 17, 2006, to purchase polyelectrolyte cationic dry polymer under the terms and conditions of the County Contract (the "Agreement").

C. The City has determined that it would like to purchase additional polyelectrolyte cationic dry polymer (the "Additional Materials").

D. The City and the Vendor desire to extend the term of the Agreement until December 14, 2009.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended until December 14, 2009.

2. Compensation. The City shall pay Vendor an amount not to exceed \$150,000.00 annually or \$450,000.00 in the aggregate for the term of the Agreement for the Additional Materials charged according to the terms set forth in the County Contract, attached hereto as Exhibit A and incorporated herein by this reference, and upon submission and approval of an invoice for the Additional Materials supplied and delivered to the City.

3. 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.

4. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to Ariz. Rev. Stat. § 38-511.

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

“City”

“Vendor”

CITY OF AVONDALE, an Arizona
municipal corporation

POLYDYNE, INC., a Delaware corporation

Marie Lopez Rogers, Mayor

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

Its: _____

EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.

[County Contract]

See following pages.



**BLANKET CONTRACT DOCUMENT
THIS IS NOT AN ORDER**

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Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

Blanket No: B501815 Rev No: 006
Limit Amount: \$1,227,784.00
Used Amount: \$813,684.60
Initiation Date: 12/15/2008
Expiration Date: 12/14/2009

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POLYDYNE INC

PO 1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323

Extended Date:
Terms: NET 30
FOB: FOB DEST/NO INVOICE
Blanket Category: 0885
Solicitation:
Buyer: HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Blanket Contract Notes:

Type	Description
VENDOR	Revision 006 extends the term of the contract and adds funding. All other terms and conditions remain the same. Revision 004 to renew for one term and add funding. All other terms and conditions remain the same. Revision 003 issued to add funding for the remainder of this term. All other terms and conditions remain the same. Revision 002 issued to extend the term of the contract for one year and add funds to support the extension. All other terms and conditions remain the same.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B50181520063201529335250	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						\$1.5300	\$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: HAZEL HOUSTON

08-AUG-08 10:11 AM

Email transmission constitutes contract execution.



**BLANKET CONTRACT DOCUMENT
THIS IS NOT AN ORDER**

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Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

Blanket No: B501815 Rev No: 005
Limit Amount: \$877,784.00
Used Amount: \$813,684.60
Initiation Date: 12/15/2007
Expiration Date: 12/14/2008

**V
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POLYDYNE INC

PO 1 CHEMICAL PLANT ROAD
RICEBORO,GA 31323

Extended Date:
Terms: NET 30
FOB: FOB DEST/NO INVOICE
Blanket Category: 0885
Solicitation:
Buyer: HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Blanket Contract Notes:

Type	Description
VENDOR	Revision 004 to renew for one term and add funding. All other terms and conditions remain the same. Revision 003 issued to add funding for the remainder of this term. All other terms and conditions remain the same. Revision 002 issued to extend the term of the contract for one year and add funds to support the extension. All other terms and conditions remain the same.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B50181520063201529335250	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						\$1.5300	\$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: HAZEL HOUSTON

08-AUG-08 09:58 AM

Email transmission constitutes contract execution.



**BLANKET CONTRACT DOCUMENT
THIS IS NOT AN ORDER**

ISSUED
Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

VENDOR
POLYDYNE INC
PO BOX 930894
ATLANTA, GA 31193

Blanket No: B501815 Rev No: 000
Limit Amount: \$177,784.00
Used Amount: \$43,758.00
Initiation Date: 12/15/2005
Expiration Date: 12/14/2006
Extended Date:
Terms: NET 30
FOB: FOB DEST/NO INVOICE
Blanket Category: 0885
Solicitation:
Buyer: HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) FB 86415

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B50181520063201529335250	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						\$1.5300	\$0.00
Description: polyelectrolyte Cationic dry polymer									

Approved/Issued By: _____
HAZEL HOUSTON

19-JUN-06 11:51 AM



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

IFB Number: 86415 Title: Polyelectrolyte Cationic Dry Polymer

DUE IN AND OPENS: AUGUST 15, 2005 AT 10:00 A.M. MST

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: August 3, 2005 at 10:00 A.M. MST

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To supply Pima County Wastewater Management with polyelectrolyte cationic dry polymer, per specifications called for herein, in the estimated annual amount of \$200,000.00. MWBE preferences will apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday, 8 am to 5 pm MST, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids must be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return the following pages: Exhibit B and Bid Certification

Bids may not be withdrawn for 60 days after opening.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Mary Jo Furphy, C.P.M., CPPB
Commodity/Contracts Officer

Publish: The Tucson Citizen: July 25, 26, 27 & 28, 2005

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICE BID & CERTIFICATION

Respondents shall complete and submit the price bid and certification documents utilizing the forms provided in this IFB. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the bid to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the bid as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services more favorable than those given to County, that seller shall offer same pricing to County, effective the date effective to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days, shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the respondent's risk.

Items included in the bid shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

INSTRUCTIONS TO BIDDERS (CONT.)

4. SUBMISSION OF BIDS

Respondents are to submit one original and two copies of all bid documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

Bids must be received and time stamped at the location on or before the time and date as defined by the *Invitation for Bid*. Late bids will not be accepted, or will be returned unopened.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Invitation for Bid*.

Bids and modifications received after the closing time specified will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements may be cause for the respondent's bid to be rejected as *non-responsive*.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a purchase order or contract.

The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department.

No oral interpretations or clarifications will be made to any respondent as to the meaning of any of the solicitation documents.

If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation bid. Responses from Pima County will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

8. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) NOTIFICATION

In accordance with the Pima County Code, Title 20, a 5% bid preference will be given to local County certified MBE or WBE firms who bid on eligible contracts. In determining the lowest responsive and responsible bid, a bid submitted by a local certified MBE or WBE firm shall receive a bid preference of 5%. The MBE-WBE firm must be certified at the time of the bid opening. The bid preference shall be solely for the purpose of establishing the low bid. The actual value of any contract awarded shall be for the amount in the bid. **To be eligible for the price preference, MBE or WBE firms must include with their bid documents a copy of their current certification certificate.**

Notice: The process of becoming a certified MBE-WBE firm may take several weeks.
Please contact our MWBE office at (520) 740-8161 for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS

[Revised 12/2004]

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. BID OPENING:

Bids will be publicly opened and respondents name and bid amount will be read on the date and at the location defined in the *Invitation for Bids*. All interested parties are invited to attend.

2. BID EVALUATION:

Bids shall be evaluated to determine which response is most advantageous to the County considering price, conformity to the specifications and other factors.

The County reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:

A *Notice of Recommendation for Award* will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. The County reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the County. Resulting agreements are not exclusive, are for the sole convenience of Pima County, and County reserves the right to obtain like goods or services from other sources.

A fully executed purchase order or contract mailed, or otherwise furnished, to the selected respondent will result in a binding contract without further action by either party.

5. WAIVER:

Each respondent, by submission of a bid, proclaims and agrees and does waive any and all claims for damages against Pima County or its officers or employees when any of the rights reserved by Pima County may be exercised.

6. INTERPRETATION: APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the state of Arizona. If any of seller's terms or conditions are not in agreement with Pima County's terms and conditions as set forth herein, Pima County's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

7. PRICE WARRANTY:

Seller shall give Pima County benefit of any price reduction before actual time of shipment except that should Pima County permit shipment to be made prior to specified shipping date. Pima County shall have advantage of any price reduction before shipping date. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

8. PRICE ESCALATION:

In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the respondent shall submit to the County a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items, and include a listing of those efforts taken to control and reduce costs. County will review the request and determine if it is in the best interest of County to extend the agreement.

STANDARD TERMS AND CONDITIONS (CONT.)

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change order as required by Pima County Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by Pima County.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Seller's sole risk and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Upon receipt of notification of delivery delay, Pima County at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the County.

To mitigate or prevent damages caused by delayed delivery, County may require contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be contractor responsibility. County reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to County.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Contractor's control, provided that Contractor provided prompt notice of delay as soon as Contractor had knowledge of said delay.

11. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Pima County. Goods failing to meet specifications of the order or contract shall be held at seller's risk and may be returned to seller with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of seller.

In lieu of return of nonconforming supplies, Pima County, at its sole discretion and without prejudice to County's rights under the *Rights and Remedies of Pima County for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

12. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

13. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the solicitation documents.

14. ACCEPTANCE:

Pima County will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

STANDARD TERMS AND CONDITIONS (CONT.)**15. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:**

In the event any item furnished by the seller in the performance of the contract or purchase order should fail to conform to the specifications thereof, or to the sample submitted by the vendor with their bid, Pima County may reject same, and it shall thereupon become the duty of the seller to reclaim and remove the same, without expense to Pima County, and immediately replace all such rejected items with others conforming to the specifications or samples: provided that should the seller fail, neglect, or refuse to do so, Pima County, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the seller the difference between the price named in the contract or purchase order and actual cost to Pima County. In the event the seller shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Pima County to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the seller, any loss or damage sustained by Pima County in procuring any items which the seller agreed to supply shall be borne and paid for by the seller. The rights and remedies of Pima County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. FRAUD AND COLLUSION:

Each respondent, by submission of a bid, proclaims and agrees that no officer or employee of Pima County or of any subdivision thereof has: 1) aided or assisted the bidder in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other bidder; 2) favored one bidder over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the bid. Additionally, during the conduct of business with Pima County that the respondent will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any bid, or bids, colluded with any other party or parties for the purpose of preventing any other bid being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Pima County.

17. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the County. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Agreements*.

18. PATENT INDEMNITY:

Bidder shall hold Pima County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Bidders may be required to furnish a bond or other indemnification to Pima County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

19. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

20. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

STANDARD TERMS AND CONDITIONS (CONT.)**21. NON-DISCRIMINATION:**

Respondent shall not discriminate against any County employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the respondent's duties pursuant to any contract or purchase order issued as a result of this solicitation. Respondent shall comply with executive order 75-5, as amended by executive order 99-4, which is incorporated into this solicitation by reference as if set forth in full herein.

22. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Pima County Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Pima County shall have no further obligation, other than for services or goods that have already been received.

23. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

24. AMERICANS WITH DISABILITIES ACT:

Respondent shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

25. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

26. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

27. CANCELLATION:

County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

28. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract; purchase order or blanket contract; special terms and conditions, standard terms and conditions, instructions to bidders, invitation to bid.

END OF STANDARD TERMS AND CONDITIONS
(Revised July 12, 2005 Replaced #17 with #29)

SPECIAL TERMS AND CONDITIONS

1. SCOPE:

This solicitation is being conducted to establish an indefinite delivery/indefinite quantity annual blanket purchase order to provide Pima County Wastewater Management with polyelectrolyte cationic dry polymer. Such item to be delivered in accordance with the terms of this agreement. This solicitation allows for four (4) one year renewals, at the sole discretion of the County. Although particular County Departments may be identified in this solicitation, all County Departments may utilize the agreement resulting from this solicitation.

2. SUBMITTAL REQUIREMENTS:

The following items must be submitted with the bid submittal:

- a. Exhibit B: Price Bid, completed
- b. Bid Certification, completed
- c. Product Literature, as defined by Special Term & Condition #4 Product Literature
- d. Product sample, as defined by Special Term & Condition #5 Sample

3. SPECIFICATIONS:

All Goods and Services shall conform to the *Instructions to Bidders*, and *Standard Terms and Conditions* as modified or added to by the following Specifications:

The complete specifications are defined in Exhibit A: Specifications (1 page).

4. PRODUCT LITERATURE:

Respondents are required to submit brochure and/or descriptive literature giving detailed specifications of the proposed product offered with their bid. This information should include MSDS information.

5. SAMPLE:

Respondent is required to submit a one-day supply of offered product. The sample should be approximately 300 pounds. This sample will be provided to Pima County at no charge. The product sample **must** be delivered to the delivery address below as stated in 6. Pricing. All other items to be delivered to "Submit Bid To" address as defined on page one. The product sample **must be labeled** "Test Sample for IFB #86415". Respondent's name, address and phone number must be clearly marked to identify the source of the product. **Sample is due on or before "Due In And Opens" date and time.**

6. EVALUATION AND AWARD:

Evaluation will be restricted to those submittals determined by the County to be "*responsive*", satisfy all solicitation requirements, and submitted by "*responsible*" respondents.

Evaluation will not be based on unit price only. Evaluation will be based on the "Cost of Product to Produce One Ton of Dry Sludge" as defined in Exhibit A: Specifications. Intent is to make one award to the respondent whose bid is most advantageous to the County considering "Cost of Product to Produce One Ton of Dry Sludge", conformity to the specifications and other factors at the sole discretion of the County.

7. ORDERING:

Releases will be made by COUNTY and transmitted to Supplier via fax.

Contract or Purchase Order administration for the County may be performed by Wastewater Management or the Pima County Procurement Department.

Quantities referred to are estimated quantities, and Pima County reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual quantity of item or items that will be purchased during the term of the agreement. Any increase in excess of a specified Line Item quantity must be made through a fully executed change order or amendment to this Agreement. Pima County shall not be responsible for any overstock by Supplier.

8. PRICING:

All Unit Prices shall include all incidental and associated costs to comply with the *Instructions to Bidders*, *Standard Terms and Conditions* and these *Special Terms and Conditions*.

All pricing shall be "F.O.B. destination freight prepaid" delivered and unloaded to the following destination: Ina Road WPCF, 7101 N. Casa Grande Highway, Tucson, AZ 85743.

SPECIAL TERMS AND CONDITIONS (CONT.)

9. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or release.

Deliveries may be needed Monday through Friday on a bi-monthly or monthly basis. Deliveries must be received between 8 :00 am and 3:00 pm. Normally, order releases will be made at least 7 calendar days prior to required date.

10. ACCEPTANCE:

Acceptance of the goods and services defined by the agreement shall be given by designated staff of Wastewater Management.

11. BILLING:

Seller shall submit Request(s) for Payment/Invoices to the address provided on the purchase order, for goods and services provided in accordance with the agreement. Said documents shall reference the County Purchase Order or Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the agreement.

Invoices are not considered received until verified and received by Financial Operations.

12. REPORTING:

Respondent(s) agrees to provide product delivery reports within 15 calendar days of the close of each quarter of the Blanket Contract effective date period. The form and required data is illustrated below. There shall be one such report for each Blanket Contract. Additional reports for each delivery site would also be required. The report shall be in MS Excel File and delivered as an email attachment or on a CD-R computer disc to the Commodity/Contracts Officer of record. Failure by a contractor to submit accurate and timely usage reports against this contract may result in cancellation. Report should include all items sold. The numbers used in this form are for example purposes only.

Usage Report for Blanket Contract # _____ BC Total Award Amount \$100,000.00
 Delivery Reporting Period From xx-xx-xxxx through xx-xx-xxxx

Item No.	Description	UOM	Unit Price	Delivered		% Of BC Used YTD*
				YTD Quantity	YTD Amount	
1	Polyelectrolyte cationic dry polymer	Pound	\$1.00	10,500	\$10,500.00	
TOTAL OF ALL ITEMS					\$10,500.00	10.5

* % Of BC Used YTD=(Delivered YTD Amount/BC Total Award) x 100

Example: (10,500/100,000) x 100 = 10.5

Note: The above table is an example report only and may not reflect actual pricing or purchase order amount.

13. PROCUREMENT CONTACT:

Questions regarding this solicitation should be submitted in writing to Procurement Department, Attention: Mary Jo Furphy. All submittals shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 798-1484 email: maryjo.furphy@pima.gov

USPO Mail or deliver to the following address:
 Pima County Procurement Department; 130 W. Congress, 3rd Floor; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

END OF SPECIAL TERMS AND CONDITIONS

Refer to IFB# 86415

EXHIBIT B: PRICE BID
(ONE PAGE)

Respondent's Name: _____

ITEM #	DESCRIPTION	PRODUCT AND PACKAGING OFFERED	ESTIMATED QUANTITY	UOM	UNIT PRICE
1	Polyelectrolyte Cationic Dry Polymer		165,000	Pound	\$ _____

Guaranteed Delivery A.R.O.: _____
Provide the number of calendar days that delivery is guaranteed after Receipt of Order, or Order Release.

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)

Submitted by (Printed name/Title) _____ Initials _____ Date _____

END OF EXHIBIT B: PRICE BID

BID CERTIFICATION

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR BID

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

BID SUBMITTED BY:

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ e-MAIL: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

LIST SOLICITATION ADDENDA (Failure to do so may be cause for rejection of bid as non-responsive)

ADDENDA NO. _____ DATE _____	ADDENDA NO. _____ DATE _____	ADDENDA NO. _____ DATE _____
ADDENDA NO. _____ DATE _____	ADDENDA NO. _____ DATE _____	ADDENDA NO. _____ DATE _____

MINIMUM QUALIFICATIONS

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Qualifications, and indicate what/if attachments are submitted. Attachments? Yes/No.

List Title(s) & No. of Pages:

REQUIRED MWBE INFORMATION

Is this firm a Women-Owned Business? Yes No

Is this firm a Minority-Owned Business? Yes No

Are you currently certified by any Agency? Yes No If so, Agency Name: _____

Is Respondent a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes No (Select one)

**** BID DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM ****

By signing and submitting these bid documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their bid, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE BID

PHONE AND E-MAIL: _____

EXHIBIT A: SPECIFICATIONS
(ONE PAGE)

I. General Specifications

Product must be provided by a reputable chemical supplier who is technically knowledgeable with the specific product. Supplier must comply with all applicable local, state and federal regulations associated with the handling and transportation of the product. Product must be currently available on the market.

II. Item Specifications

Polyelectrolyte cationic dry polymer must demonstrate an ability to effectively thicken anaerobically digested sludge (biosolids), which are approximately 1.8-2.0% total solids. Dry polymer must be delivered in bulk bags or super sacks which are compatible with the existing Pima County Wastewater Management polymer wetting unit equipment at the Ina Road WPCF Regional Biosolids Handling Facility. The existing equipment is US Filter/Stranco, model # SP60101626.

III. Product Performance Evaluation

Product performance evaluation will be a two-step process. All submitted samples will be evaluated during the first step. Products that meet the effectiveness criteria stated below will be placed on a short list for the second step on the product evaluation. The short list will be limited to a maximum of three products.

- A. Step one will be the evaluation of submitted samples. All products will be evaluated using the same process equipment, centrifuge and polymer wetting units. Polymer will be mixed to an approximate 0.45% solution. Ina Road personnel will collect discrete samples, which will be analyzed by the on-site lab. Products will be evaluated for the effectiveness based on the following criteria:

1. Ability to thicken sludge to approximately 8.0 –9.0% total solids.
2. Ability to maintain centrate quality to approximately .25% total solids.
3. Ability to achieve % solids recovery of approximately 90%.

If more than three products meet step one's criteria, the three best products will be placed on the short list. This means the products that have the highest percentage for total solids in sludge, the lowest percentage of total solids in centrate and the highest percentage of solids recovery.

- B. Step two will consist of vendors who meet step one's effectiveness criteria. Pima County will contact the respondents who qualify for step two within approximately two weeks of bid opening. Pima County Wastewater Management (PCWWM) will purchase approximately a one-week supply to perform further testing for bid evaluation. This order must be delivered as required by PCWWM, but no sooner than 7 business days from issuance of order. Bid evaluation is based on the cost of product to produce one ton of dry sludge.

The formula that will be used is: Unit Price x Pounds Used = Cost of Product to Produce One Ton of Dry Sludge

Unit Price is the price given by respondent on Exhibit B: Price Bid

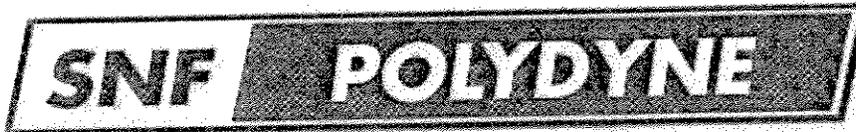
Pounds Used will be the actual amount of polymer used by PCWWM to produce one ton of dry sludge under real conditions in the existing plant at the Ina Road location.

One Ton of Dry Sludge is the desired outcome and the equal factor in the equation for all evaluations.

An example is. Vendor A offers a unit price of \$1.10. To produce one ton of dry sludge, PCWWM had to use 12.5 pounds. The formula would be: \$1.10 x 12.5 pounds = \$13.75.

\$13.75 is the cost of product to produce one ton of dry sludge. For vendor A, the figure used to evaluate would be \$13.75.

END OF EXHIBIT A: SPECIFICATIONS



Polydyne, Inc. One Chemical Plant Road P.O. Box 273 Riceboro, GA 31323

July 10, 2006

Mr. Greg Stack
City of Avondale WWTP

Mr. Stack:

SNF Polydyne is pleased to offer the City of Avondale WWTP the following piggyback option off of the current contract we have with Pima County, AZ. The contract was won by going through a competitive bid process, including plant field evaluations and awarded in December, 2005.

The current contract is a one year contract, ending Dec 14, 2006, with 4 one year extension options for cationic dry polymer used for their centrifuge application at the Ina Road WWTP.

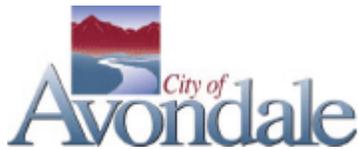
We are offering to you to keep the price, \$1.59/lb including state tax, firm for the period of July 17, 2006 through December 13, 2007. This will protect your already low price for another 18 months with unstable oil prices on the horizon.

At that time, you would have the option of continuing the piggyback for the final 3 years of the contract but paying the same price that Pima County agrees to pay if there are any price increases or decreases in the final three years of contract renewals.

We appreciate your business and are looking forward to working with you and your staff on upcoming projects at your facilities. Please call me if you have any question or need any additional information.

Best Regards,
Frank Cimino
SNF Polydyne
Regional Sales Manager
909-214-4338

cc: Polydyne Bids and Contracts Dept.



CITY COUNCIL REPORT

SUBJECT:

First Amendment to the Purchase Agreement with Legend Technical Services of Arizona, Inc. for Laboratory Services

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the first amendment to the purchase agreement between the City of Avondale and Legend Technical Services of Arizona, Inc. for laboratory services for the Water Resources Department in an amount not to exceed \$369,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Specific laboratory tests are required to meet the State and Federal Water and Wastewater permit requirements. The City of Avondale currently contracts with Legend Technical as an outside laboratory to perform most of these tests due to the necessity for specialized licenses, equipment and trained personnel to run the analysis. Prior to entering into the existing contract, staff evaluated the cost benefit to self-perform the tests and determined it more cost effective to have the contract laboratory perform this service for the city. The current contract with Legend Technical is approaching its expiration date necessitating a new agreement.

DISCUSSION:

The City of Tempe has secured a contract price with Legend Technical, Inc. for the purchase of laboratory services. The City of Tempe initial contract expired in 4/2007, and it has been renewed until 4/2009. This amendment to the agreement will cover what is estimated to be needed for the duration of the contract. The City of Tempe contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Legend Technical and the city of Tempe have agreed to extend the price to the City of Avondale.

BUDGETARY IMPACT:

The funding for this contract is available in fund line items 503-9230-00-6120, 503-9122-00-6120, and 503-9100-00-6120.

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the purchase agreement between the City of Avondale and Legend Technical Services of Arizona, Inc. for laboratory services for the Water Resources Department in an amount not to exceed \$369,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[First Amendment - Legend Technical Services of Arizona, Inc.](#)

**FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.**

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this "First Amendment") is made as of September 8, 2008, between the City of Avondale, an Arizona municipal corporation ("City"), and Legend Technical Services of Arizona, Inc., an Arizona corporation ("Vendor").

RECITALS

A. After a competitive bidding process, the City of Tempe ("Tempe") and the Vendor entered into Contract Number T06-135-02 dated May 1, 2006, and as amended by that certain Contract Renewal Notice dated January 2, 2008 (the "Tempe Contract"), copies of which are attached hereto as Exhibit A and incorporated herein by this reference, for the Vendor to provide laboratory services (the "Services").

A. The City has determined that additional laboratory services are needed (the "Additional Services").

C. The City and the Vendor desire to extend the term of the Agreement until April 30, 2009.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended from the date of this First Amendment until April 30, 2009.

2. Compensation. The Vendor's total compensation under the Agreement and this First Amendment shall be increased to an aggregate amount not to exceed \$369,000.00. The City shall purchase the Additional Services at the rates set forth in the Tempe Contract, attached hereto as Exhibit A and incorporated herein by this reference.

3. 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.

4. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to Ariz. Rev. Stat. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Vendor”

LEGEND TECHNICAL SERVICES OF
ARIZONA, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____
of LEGEND TECHNICAL SERVICES OF ARIZONA, INC., an Arizona corporation, on behalf
of such corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

[Tempe Contract]

See following pages.

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 06-135

BID ISSUE DATE: 01/26/2006

Commodity Code(s): 962-22

PROCUREMENT DESCRIPTION: Laboratory Services

BID DUE DATE/TIME: Wednesday, February 22, 2006, 3:00 P.M. MST
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Monday, February 13, 2006 5:00 P.M., MST

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings _____, CPPB E-mail: ted_stallings@tempe.gov Phone No: 480-350-8617

Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchase) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 7 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

DL

Donna Littrell, CPPB
Central Services Administrator

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name _____
Company Mailing Address _____
Company Street Address _____
Bid Offeror Contact _____ Title _____
Contact's Phone No. _____ E-mail Address _____
<u>Bidder's Company Tax Information:</u>
Arizona Transaction Privilege (Sales) Tax No. _____ or
Arizona Use Tax No. _____
Federal I.D. No. _____
City & State Where Sales Tax is Paid _____, _____

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) _____

Bid Offeror's Title (Type of Print in ink) _____

Date _____

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.

Signature of Authorized Bid Offeror

Date

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Invitation For Bid that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this Invitation For Bid.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", form 201-B (IFB) as provided in this Invitation For Bid.
3. **Inquiries:** Questions regarding this Invitation For Bid are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (IFB); unless another City contact is specifically named in this Invitation For Bid. Questions should be submitted in writing, when time permits. When sending correspondence related to this Invitation For Bid, identify within the letter, the appropriate Invitation For Bid number, page and paragraph at issue. However, bidder must not place the Invitation For Bid number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Bidders Conference:** If a Bidders Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the Invitation For Bid as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this Invitation For Bid, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this Invitation For Bid.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this Invitation For Bid. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Invitation For Bid includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Invitation For Bids, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-8327 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this Invitation For Bid, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchase) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this Invitation For Bid) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this Invitation For Bid or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Invitation For Bid that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address

and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Invitation For Bid and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation For Bids and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", form CS-P201 (B), the bidder certifies:
 - A. The submission of the bid response 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 and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.
 - 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 "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation For Bid and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and 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 Invitation For Bid and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the contractor.
5. **Contract Formation:** This contract shall consist of this Invitation For Bid document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Invitation For Bid shall govern. The City's Invitation For Bid shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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 of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this IFB and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Invitation For Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this Invitation For Bid document or in the vendor's bid response offer shall be construed, expressly or by implication, as a 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 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, shall not release the contractor from any responsibilities or obligations imposed by the 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.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

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 from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, 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 by hand delivery or Certified Mail 0 Return Receipt Requested when it has done so. 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 the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Invitation For Bids shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

INVITATION FOR BID SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this Invitation For Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an Invitation For Bid. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Invitation For Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation For Bid document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. 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.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation For Bid to be valid and irrevocable for 90 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of 36 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation For Bids that wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 90 day notice of termination to the other party.
8. **Cancellation of Term Contract:** 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 follows:

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 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.

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 one or to any combination of the following remedies:

1. Cancel any contract;
 2. Reserve all rights or claims to damage for breach of any covenants of the contract;
 3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. 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. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
11. **Pricing:** Pricing accuracy and completeness are critical. All items being bid must be identified and priced.

In the case of a system bid, all items which are required to make the system function in accord with stated Invitation For Bid requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the bidder is to include an itemized listing of all required products and services needed to make their proposed system (equipment hardware and/or software) fully functional and in conformity with stated Invitation For Bid needs.

12. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceeds contracted price discounts extended to the City by the contractor.

13. **Bid Evaluation:** In an Invitation For Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation For Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Conformity with Bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
 - b. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
 - c. Operational and/or ergonomic compatibility with existing City resources, as applicable;
 - d. Availability of competent service and prompt delivery of materials, parts and services;
 - e. Having legally required licenses, certifications and/or qualifications to perform the contract;
 - f. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
 - g. Record of past performance and integrity on City and/or other public agency contracts; and.
 - h. Production capability of equipment as determined by product samples, customer references, and/or City inspection.
14. **Multiple Awards:** The City has a large number and variety of potential customer departments. 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 bidder.

15. **Non-exclusive Contract:** Any contract resulting from this Invitation For Bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
16. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the agency to order and the contractor to deliver the material and/or service.
17. **Turnaround Time:** Bid offer must be capable of providing a work completion turnaround time for materials and/or services within the time stated in this Invitation For Bid. Turnaround time is defined as the time frame beginning with the contracted provider being notified of a work need by the City and ending with the delivery of the work in completed form back to the City customer department. Responsive bidders are to provide pick-up and delivery service as part of their price response to the City.
18. **Estimated Quantities:** This Invitation For Bid 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 Invitation For Bid; however, the quantities shown are estimates only and the City of Tempe 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 bidder.
19. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Invitation For Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation For Bid will be accepted for payment.
20. **Annual Usage Report:** The contractor shall furnish the City Procurement Office a quarterly report showing the dollar amount ordered from this contract by items.
21. **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.
22. **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.
23. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
24. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
25. **Site Clean-Up:** The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.

26. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of contractor supplied materials under this Invitation For Bid and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

27. **Seller's Risk:** Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation for Bid which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

28. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Professional Liability:** The CONSULTANT retained by the CITY, to provide the consulting services required by the CONTRACT will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him with a limit of not less than \$1,000,000 all claims, or 10% of the agreed upon services, whichever is larger. In the event the insurance policy is written on a "Claims made" basis,

coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

5. Contractor's Pollution Liability: Per Occurrence - \$1,000,000. Aggregate - \$2,000,000. Coverage will include Errors and Omissions and pollution liability that are a result of professional services. Coverage will also include cleanup costs and third-party coverage.
6. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
 - b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall 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.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. 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 waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

Indemnification

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

The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

29. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by 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, unless otherwise agreed to in writing by the City of Tempe.
31. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the City, to:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

- b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

32. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - B. The Project Manager shall be considered as one of the key personnel.
 - C. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.
33. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly itemized statement. Unless terms other than net 30 days are offered as a discount.
34. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The cities of Tempe, Buckeye, Chandler, El Mirage, Glendale, Peoria, and Scottsdale are seeking to establish contracts with qualified licensed environmental laboratories to provide analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radiochemicals.

The term of any resulting contract shall be for one (1) year with an opportunity to renew for an additional three (3) years as provided for within the Special Terms and Conditions Section of this Invitation for Bid (IFB). Renewals shall be executed when contractor has provided high quality service with demonstrated cost containment efforts.

The cities of Tempe, Buckeye, Chandler, El Mirage, Glendale, Peoria, and Scottsdale in this IFB will be known as the "City or Cities".

Multiple awards may be made to ensure that any ensuing contracts allow the city to fulfill current and future requirements.

Minimum Requirements:

In order to be considered for a contract award, the information provided by contractor to this Invitation for Bid shall establish that the bidder meets the following minimum requirements:

- Firm must have current Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure.
- Firm must have acceptable water pollution (WP), water supply (WS), and/or EPA QC proficiency results.
- Firm must have a Quality Assurance/Quality Control Plan.

Specifications

Background

The Safe Drinking Water Act (SDWA), Hazardous waste (RCRA), National Pollutant Discharge Elimination System (NPDES) permits and Industrial Pretreatment Program (IPP) require the City of Tempe to perform a multitude of analytical tests to insure compliance with Federal, State, and Local regulations. The complexity of testing, specialized equipment requirements and sampling requirements are continually increasing.

Analyses required must conform to all NPDES, RCRA, SDWA, Clean Water Act (CWA), Clean Air Act (CAA), or other State and/or Federal mandated requirements. Laboratories performing such tests must meet and adhere to Arizona Department of Health Services (ADHS) Laboratory Licensure requirements as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes.

Scope of Work

The scope of services are to conduct environmental testing and analysis as requested by the City for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Hazardous waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program and special projects. Additionally, the EPA requires the City to participate in Unregulated Contaminant Monitoring Rule 2. The Contractor shall, to the satisfaction of the Water Utilities Manager, provide the following services as specified below:

1. Sample Containers

The Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the laboratory prior to field sampling. Sample containers shall be pre-labeled identifying the analyses types requested and preservatives used. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the Contractor name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. The contractor shall supply any necessary trip blanks. The contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

2. Chain of Custody

The Contractor shall provide chain of custody forms and chain of custody seals for bottles and coolers. The City of Tempe will provide its own chain of custody forms for all pretreatment, storm water, groundwater, hazardous waste, and other samples generated by the Environmental Services Section. One chain of custody form shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included at the end of each individual analyses report. The Contractor and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

3. Transportation

The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the City. Field samples shall be picked up as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of the City's request. Fecal coliform samples shall be picked up within two (2) hours of the City's request. The Contractor shall deliver sample bottles no later than forty-eight (48) hours after the City's request. The Contractor shall provide all necessary shipping containers. The Contractor shall provide "blue ice" to cool samples upon request.

4. Sample Control

Any sample or trip blank received by the laboratory in unacceptable condition, or rendered unacceptable for analyses while in the possession of the laboratory, shall be reported to the appropriate City Project Manager or their designee within forty-eight (48) hours of loss of sample.

The City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or \$100, whichever is greater. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

5. Laboratory Services and Analytical Requirements

All analyses must use current and future federal and Arizona Department of Health Services approved test methods for 1) drinking water, 2) hazardous waste, 3) wastewater, and 4) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical methods). The Contractor must meet detection limits required by Local, State, and Federal regulations. The Contractor shall submit a copy of their Quality Assurance/Quality Control (QA/QC) manual along with the bid. The City reserves the right to request and be given copies of subcontractor(s)'s QA/QC manuals within three working days. The Contractor and subcontractor manual(s) must provide, at a minimum, details on the Contractor's and subcontractor's procedures concerning:

- sample preservation, holding times, and sample containers used
- chain of custody procedures sample receipt and tracking
- review and reporting of results
- laboratory record keeping procedures
- organizational chart of laboratory management
- maintenance and calibration of instruments
- use of standard reference materials in analysis
- internal QC program
- corrective action of QC problems
- determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised)
- Minimum Reporting Levels (MRL)
- sample bottle preparation and QC testing program
- resumes of key laboratory personnel
- list of parameters for which they hold ADHS license and certification
- describe use of and procedures for data flags/qualifiers

Quality control tests and checks for precision, accuracy and control of method will be conducted on a ten percent (10%) basis, or per batch if less than ten (10) samples are submitted. The Contractor and any subcontractors shall use City of Tempe samples designated for QC for duplicate, trip blank, and matrix spike purposes. The lab shall provide as part of the quality control all calibration curves and check sample data.

A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or fax to the City's Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCL's and/or triggers and/or NPDES/Reuse Permit limits shall be immediately communicated via telephone or fax to the City Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid under this Agreement.

6. Holding Times

The laboratory shall notify the appropriate City Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The decision on analysis of such samples will be made upon notification. The City reserves the right to recover cost of re-sampling due to the Contractor failing to meet sample holding times, provided that the Contractor has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where the Contractor will only be liable if the Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to the Contractor at the rate of the City's cost plus standard overhead cost or \$100, whichever is greater. The current (7/05) overhead rate is \$54.19 per hour.

7. Written Reporting of Analysis Results

Typewritten final reports for drinking water sample results shall be submitted to the appropriate City Project Manager or their designee within twenty (20) working days of laboratory receipt of each sample.

Typewritten final reports for lakes, stormwater, wastewater, and hazardous waste sample results shall be submitted to the appropriate City Project Manager or their designee within fifteen (15) working days of laboratory receipt of each sample.

Typewritten final reports for air sample results shall be submitted to the appropriate City Project Manager or their designee within five (5) working days of laboratory receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable constitute requested.

Each individual analysis report shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analysis.
- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractors chain of custody if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms in addition to the Contractor's standard reporting form.

The Contractor shall be responsible and liable for a written communication of any miscalculation or error in analytical results to the appropriate City Project Manager or their designee. The Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

The City has the right to enforce penalties for late sample results. A three percent (3%) per day penalty per report may be charged to the Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. The Contractor will be held liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against the City of Tempe by the State or Federal government due to late submittal of analysis results that are the due to the Contractor exceeding the above specified delivery times shall be paid by the Contractor.

8. Electronic Transfer of Reporting Results

When needed, all laboratory results shall be issued electronically to the City of Tempe with the hard copy reports. The submittal of electronic data is not intended to be meant as a relief for the requirement of hard copy reports.

The data will be supplied in the choice of formats desired by the City of Tempe Environmental Services Section samples for analysis. This format shall include but is not limited to the following: Excel 5.0, Excel 7.0, ASCII Text Delimited, Access 2000, and Access 7.0.

Verification that electronic data is not duplicated shall be completed by the laboratory. Either an electronic or hard copy list of sample reports issue shall be maintained for review by the City. This report shall include the City of Tempe Chain of Custody ID Number (Tempe ID), the laboratory accession number (Accession ID), and date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated. The applicable charge out rate will be used to calculate this charge. Any charge for this duplicate removal will be used as a credit toward the

laboratory invoices issued by the Contract Laboratory. The current (7/05) charge out rate is \$54.19 per hour.

9. Record Keeping and Retention

The Contractor shall maintain documentation of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

If the laboratory can no longer maintain the data, the City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

The Contractor shall maintain the integrity of the City samples at all times.

10. Project Manager

All correspondence dealing with issues related to work completed under this contract shall be directed to the appropriate City Project Manager or their designee.

These names and addresses of the City Project Managers will be announced at the time of contract award.

The Contractor shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City work under this contract. The Project Manager shall be considered one of the Key Personnel as per the Special Terms and Conditions of this IFB.

11. Contractor Capability and Capacity

During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any and all subcontractors shall provide for access by City and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

12. State of Arizona Certification/Environmental Protection Agency Approvals

The Contractor and any and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA. The Contractor shall submit copies of such licenses and those of its sub-contractors with bid responses.

The Contractor shall provide copies of certification to the City upon execution of the contract and any renewal thereof. Contractor shall provide to the City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

13. EPA/ADHS Quality Assurance/Quality Control

The Contractor and any and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.] The WP and WS proficiency results from 2004 shall be submitted along with the bid. Additionally, the contractor shall provide copies of the last two (2) audit reports by ADHS or EPA and associated responses and resolution.

14. Proficiency Samples

The City may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

The lab will be required to submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in cancellation of the contract.

The City shall, at different times, split samples with another lab.

15. Disposal

The contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

16. Invoicing

Individual hard copy laboratory reports shall include a separate invoice. This invoice shall include the following information:

Invoice Number, Accession Number, Date of Invoice, Customer Number, City's ID, Project Name, Authorization Name, P.O. Number, LLSID Number (Project Number), Date Samples Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total, and Remit Amount.

17. Pre-award Audit and Interview

Prior to award, the City may choose to audit the Contractor's laboratory. The Contractor shall provide access by the City to audit the laboratory to assure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the City may hold an informal interview with laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's work load are found during this audit, the audit team may find the contractor non-responsive.

18. Multiple Analytical Methods

If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example:

Metals can be analyzed by 200.7, 200.8, and 200.9

Uranium can be analyzed by 200.8 and radiochemistry methods

Additional Specifications

Compliance with Laws

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but so not require and amendment.

Sub-Contractor

A subcontractor is defined as a laboratory with a different ADHS license

Contractor will be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

Contractor will be fully responsible for all late reports and fees as a result of the sub-contractor laboratory inability to submit reports on time.

City of Tempe reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition to the City of Tempe on all required insurance documents.

Employee of the Contractor

No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites.

Bid Questionnaire

Please respond to the following questionnaire and organize the questions and your responses in the same sequence as presented below. Section tab the "Bid Questionnaire Response" portion of your bid response. Make sure you enclose your questionnaire responses and support materials within your submitted bid response.

1. Provide your firm's environmental laboratory capability including: Personnel, equipment, tracking mechanisms, standard operating procedures and data qualifications.
2. Submit seven copies of your firm's Quality Assurance/Quality Control Plan.
3. Identify subcontractors and identify analytical tests for each.
4. Submit seven copies of your firm's and identified sub-contractor(s) Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure.
5. Submit seven copies of your firm's and identified sub-contractor(s) 2004 to present water pollution (WP) and water supply (WS) proficiency results inclusive of a copy of corrective action letter sent to ADHS in response to WS or WP performance deficiencies for the referenced timeframe.
6. Submit seven copies of your firm's last two (2) audit reports by ADHS or EPA and associated responses and resolution.
7. Submit seven copies for your firm's standard invoice form.
8. Please provide the availability of lab staff for after-hour emergency analysis and method to be used to contact lab staff.
9. Does your company have all required Federal, State, and local certifications and licenses required for resulting contract?

Yes ____ No ____ If no, please explain.

10. Are all certifications, licenses and permits current?

Yes ____ No ____

11. Has your company had any experience as a Subject Matter Expert in and out of a Court of Law?

Yes ____ No ____ If no, please explain. If yes, please explain.

12. Does your company accept all terms and conditions of this Invitation for Bid?

Yes ____ No ____ If no, please explain.

13. If selected, will your company comply with the insurance requirements as outlined in the Special Terms and Conditions section of this IFB?

Yes ____ No ____ If yes, provide name of the firm(s) and "Best's" rating.

14. What is the address of your office for contract administration and accounts receivable?
15. List the designated Contract Manager/Project Manager, who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.") Also provide phone number, cellular number, fax number, and e-mail address.
16. If selected, will your company allow other government agencies to utilize this Contract?
Yes _____ No _____
17. Will your company perform all work for this contract in conformance with all OSHA, Federal, State, County and City safety requirements?
18. List three (3) customer references for which your firm has performed identical service (government and/or large business preferred). Provide contact name, address, phone number and e-mail address.
19. Additional Services and pricing.

IFB Checklist For Submittals

- _____ One- (1) signed and complete original of the Bid response, including "Vendor's Bid Offer" (Form 201-B).
- _____ Seven additional bid response copies are to be submitted for bid evaluation purposes.
- _____ Bid Questionnaire has been completed and included.
- _____ Price Information completed and included.
- _____ Any addendum(s) have been included.
- _____ Submit seven copies - Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure for your firm and identified subcontractors.
- _____ Submit seven copies of your firm's Quality Assurance/Quality Control Plan.
- _____ Submit seven copies - 2004 to present WP and WS proficiency results and corrective action letters.
- _____ Submit seven copies - Last two audit reports by ADHS OR EPA and associated responses and resolutions.
- _____ Submit seven copies- of standard invoice form.
- _____ QA/QC Manual.

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A.	<u>Drinking Water</u>			
1.	Microbiology			
	Total coliform			
	Multiple Tube	_____	_____	_____
	Membrane Filter	_____	_____	_____
	Colilert	_____	_____	_____
	Colisure	_____	_____	_____
	Presence-Absence	_____	_____	_____
	Heterotrophic Plate Count	_____	_____	_____
	Escherichia Coli	_____	_____	_____
	Fecal coliform	_____	_____	_____
	Viruses	_____	_____	_____
	Giardia and Cryptosporidium	_____	_____	_____
2.	Sample prep for metals (explain reason(s) for prep and cost)	_____	_____	_____
3.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	_____	_____	_____
	Asbestos	_____	_____	_____
	Bromate	_____	_____	_____
	Bromide	_____	_____	_____
	Chloride	_____	_____	_____
	Chlorine	_____	_____	_____
	Chlorine Dioxide	_____	_____	_____
	Chlorite	_____	_____	_____
	Color	_____	_____	_____
	Corrosivity	_____	_____	_____
	Cyanide	_____	_____	_____
	Cyanide, Amenable	_____	_____	_____
	Fluoride	_____	_____	_____
	Hardness	_____	_____	_____
	Methylene Blue Active Substances	_____	_____	_____
	Nitrate	_____	_____	_____
	Nitrite	_____	_____	_____
	Ortho-Phosphate	_____	_____	_____
	Ozone	_____	_____	_____
	pH	_____	_____	_____
	TDS	_____	_____	_____
	Specific Conductance	_____	_____	_____
	Sulfate	_____	_____	_____
	TOC	_____	_____	_____
	Turbidity	_____	_____	_____
	UV254	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Metals			
	Metals (ICP)	_____	_____	_____
	Metals (ICP-MS)	_____	_____	_____
	Metals (GFAA)	_____	_____	_____
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Uranium, Zinc			
	Mercury	_____	_____	_____
5.	Organic Chemicals			
	Total Trihalomethanes	_____	_____	_____
	Volatile Organics	_____	_____	_____
	Chlorinated Pesticides	_____	_____	_____
	PCB	_____	_____	_____
	Herbicides	_____	_____	_____
	EDB/ DBCP	_____	_____	_____
	Nitrogen and Phosphorus Pesticides	_____	_____	_____
	Base/Neutrals and Acids	_____	_____	_____
	Carbamates	_____	_____	_____
	Dioxins and Furans	_____	_____	_____
	Glyphosate	_____	_____	_____
	Endothall	_____	_____	_____
	Diquat and Paraquat	_____	_____	_____
	PAH	_____	_____	_____
	DBPs and Chlorinated Solvents	_____	_____	_____
	HAAs	_____	_____	_____
	Phthalate Esters and Adipates	_____	_____	_____
	Benzidines and Nitrogen Pesticides	_____	_____	_____
	Carbonyl Compounds	_____	_____	_____
	Chlorinated Acids	_____	_____	_____
6.	Radiochemistry			
	Gross Alpha	_____	_____	_____
	Gross Beta	_____	_____	_____
	Radium 226	_____	_____	_____
	Radium 228	_____	_____	_____
	Total Radium	_____	_____	_____
	Cesium	_____	_____	_____
	Iodine	_____	_____	_____
	Strontium	_____	_____	_____
	Tritium	_____	_____	_____
	Uranium	_____	_____	_____
	Gamma Emitting Isotopes	_____	_____	_____
7.	Biological			
	Microscopic Particulate Analysis	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Other Drinking Water Methods Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate) Radon 222	_____	_____	_____
9.	UCMR 2 Assessment Monitoring 527 529 Perchlorate	_____	_____	_____
10.	UCMR 2 Screening survey 535 525.2 521	_____	_____	_____

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
B.	<u>Wastewater</u>			
1.	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	_____	_____	_____
	Membrane Filter	_____	_____	_____
	Total Coliform			
	Multi Tube Fermentation	_____	_____	_____
	Membrane Filter	_____	_____	_____
	Fecal Streptococcus			
	Multi Tube Fermentation	_____	_____	_____
	Membrane Filter	_____	_____	_____
	Viruses	_____	_____	_____
	Giardia and Cryptosporidium	_____	_____	_____
	Ascaris lumbricoides	_____	_____	_____
	Common tapeworm	_____	_____	_____
	Entamoeba histolytica	_____	_____	_____
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity	_____	_____	_____
	Alkalinity	_____	_____	_____
	Ammonia	_____	_____	_____
	BOD	_____	_____	_____
	Bromide	_____	_____	_____
	COD	_____	_____	_____
	Chloride	_____	_____	_____
	Chlorine	_____	_____	_____
	Chromium Hexavalent	_____	_____	_____
	Color	_____	_____	_____
	Cyanide (amenable)	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Cyanide, (available)	_____	_____	_____
	Cyanide (total)	_____	_____	_____
	Fluoride	_____	_____	_____
	Hardness	_____	_____	_____
	TKN	_____	_____	_____
	MBAS	_____	_____	_____
	Nitrate	_____	_____	_____
	Nitrite	_____	_____	_____
	Oil and Grease	_____	_____	_____
	TOC	_____	_____	_____
	Ortho-Phosphate	_____	_____	_____
	Oxygen, dissolved	_____	_____	_____
	pH	_____	_____	_____
	Phenols	_____	_____	_____
	Phosphorus (total)	_____	_____	_____
	Residue (total)	_____	_____	_____
	TDS	_____	_____	_____
	TSS	_____	_____	_____
	Settleable Solids	_____	_____	_____
	Residue, Volatile	_____	_____	_____
	Silica	_____	_____	_____
	Sodium Azide	_____	_____	_____
	Specific Conductance	_____	_____	_____
	Sulfate	_____	_____	_____
	Sulfide	_____	_____	_____
	Sulfite	_____	_____	_____
	Turbidity	_____	_____	_____
3.	Metals			
	Metals (ICP)	_____	_____	_____
	Metals (ICP-MS)	_____	_____	_____
	Metals (GFAA)	_____	_____	_____
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Gold	_____	_____	_____
	Iridium	_____	_____	_____
	Mercury	_____	_____	_____
	Osmium	_____	_____	_____
	Palladium	_____	_____	_____
	Platinum	_____	_____	_____
	Rhodium	_____	_____	_____
	Ruthenium	_____	_____	_____
	Titanium	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Bioassay Toxicity	_____	_____	_____
5.	Organic Chemical Volatile organics GC/MS	_____	_____	_____
	Acrolein and Acrylonitrile	_____	_____	_____
	Phenols	_____	_____	_____
	Benzidines	_____	_____	_____
	Phthalate Esters	_____	_____	_____
	Nitrosamines	_____	_____	_____
	Organochlorine Pesticides and PCBs	_____	_____	_____
	Nitroaromatics and Isophorone	_____	_____	_____
	PAH	_____	_____	_____
	Haloethers	_____	_____	_____
	Chlorinated Hydrocarbons	_____	_____	_____
	2,3,7,8,TCDD (Dioxin)	_____	_____	_____
	Tetra through Octa Chlorinated Dioxins and Furans	_____	_____	_____
	Triazine Pesticides	_____	_____	_____
	Base/Neutral and Acids (625 or 1625)	_____	_____	_____
	Carbamates and Urea Pesticides	_____	_____	_____
	TPH	_____	_____	_____
	Ethylene Glycol	_____	_____	_____
	Organophosphorus Pesticides	_____	_____	_____
6.	Radio Chemistry Gross Alpha	_____	_____	_____
	Gross Beta	_____	_____	_____
	Total Radium	_____	_____	_____
	Radium 226	_____	_____	_____
7.	Other Wastewater Tests Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate	_____	_____	_____
	1657	_____	_____	_____
	PCB's only	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
C.	<u>Hazardous Waste</u>			
1.	Microbiology			
	Total Coliforms			
	Multiple Tube Fermentation	_____	_____	_____
	Membrane Filter	_____	_____	_____
2.	Hazardous Waste Characteristics			
	Corrosivity			
	pH determination	_____	_____	_____
	Corrosive to steel	_____	_____	_____
	Dermal	_____	_____	_____
	Ignitability	_____	_____	_____
	Reactivity	_____	_____	_____
3.	Sample Extraction Procedures			
	Extraction procedure toxicity 1310A	_____	_____	_____
	TCLP 1311	_____	_____	_____
	1320	_____	_____	_____
	1330A	_____	_____	_____
	SPLP 1312	_____	_____	_____
	Specific conductance	_____	_____	_____
4.	Sample Prep for Metals			
	(explain reason(s) for prep and cost)	_____	_____	_____
5.	Inorganic Chemical			
	Metals (ICP)	_____	_____	_____
	Metals (ICP-MS)	_____	_____	_____
	Metals (GFAA)	_____	_____	_____
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Osmium, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Chromium Hexavalent			
	Mercury			
	White Phosphorus			
6.	Sample Preparation and Extraction		Included in the price of the analysis	
7.	Sample Cleanup			
	(explain reason(s) and cost)	_____	_____	_____
8.	Organics Chemicals (includes extraction)			
	EDB and DBCP	_____	_____	_____
	Nonhalogenated Volatile Organics	_____	_____	_____
	Volatile Organics	_____	_____	_____
	Organochlorine Pesticides	_____	_____	_____

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	PCB's			
	PCB's in oil			
	PAH			
	Semivolatiles			
9.	Miscellaneous			
	Cyanide			
	TOX			
	Sulfides			
	Sulfate			
	pH			
	Specific Conductance			
	TOC			
	Phenolics			
	Oil and Grease			
	Nitrate			
	Nitrite			
	Chloride			
	Bromide			
	Fluoride			
	Paint filter			
	Ortho Phosphate			
10.	Asbestos			
	Fiber Counting			
	Bulk Asbestos			
11.	Radiochemical			
	Gross Alpha and Beta			
	Alpha-Emitting Radium Isotopes			
	Radium-228			
12.	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)			

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
D	<u>Air and Stack Parameters</u>			
1.	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	_____	Normal 5 day TAT	_____
		_____	3 day Rush	_____
		_____	24 hour Rush	_____

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
E.	<u>Miscellaneous</u>			
1.	Algae Identification	_____	_____	_____
2.	Flash Point	_____	_____	_____
3.	W/W 503 sludge	_____	_____	_____
4.	MIB/Geosmin	_____	_____	_____
5.	NDMA	_____	_____	_____
6.	Endocrine disruptors	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____

Discount off list price for supplies and services not referenced on price sheets. This includes the following:

Uniform charge and surcharge pricing for:

- Routine analyses for all parameters listed in the program tables.
- Rush analyses – 24 hour, 48 hour, 72 hours, and 7 day.
- Weekend and holiday analyses
- Emergency analyses

Please add additional pages for multiple discounts.

Complete list price sheets will be required within 10 workings days upon notification of award.

Company Name: _____

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
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List price sheets may be submitted on CD or Internet web-site.

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, Form 201-B (IFB) included in this Invitation for Bid document.**

Less prompt payments discount terms of ____ % ____ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Rajeon Cruz	Letters A-C
Ramona Zapien	Letters D-O
Penny Brophy	Letters P-Z

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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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

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. person (including a U.S. resident alien).

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.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

This addendum will modify and/or clarify: Solicitation No.: | 06-135

and is Addendum No. | 1

Procurement Description: | Laboratory Services

Changes should be made as follows:

The following questions were received and the answers follow.

Question: Price Sheet Wastewater Organic Chemicals Section – What reporting level is the City requesting for Nitrosamines, part per billion (ug) or part per trillion (ng)?

Answer: The ELAC subcommittee had listed 10 ppb for a wastewater reporting limit. The Water Quality Standards are in the part per trillion range. If you have different method of running the compounds that achieves a lower limit, include that additional test on your price sheet and identify the different reporting limits on the form.

Question: Price Sheet Miscellaneous Section (page 37) – Does the City have a specific list in mind with regard to Endocrine Disruptors and if so please provide the desired list?

Answer: There is no list of endocrine disruptors at this time. USGS has a list that they use for analysis but others are doing an activity test called E-Screen assay. We do not know which way the EPA will go at this time but we wanted to have the tests included on the price list if regulations come out in the future.

Question: Please provide clarification as to what is being requested on the Price Sheet, Drinking Water Section, Item A5 (page 31) Organic Chemicals. Vendor requests a list of specific analytes for each line item in this section. The current list does not provide adequate information as each line item could be interpreted to have different compound lists that will result in different routine costs, EPA methods and labs doing the analysis.

Answer: The drinking water methods must include all of the regulated SOC's or VOC's. If you have additional unregulated compounds that can be analyzed for an additional cost, include another line on the price sheet (miscellaneous). Contractor to include all of the analysis that the laboratory can do as part of their response to the bid package. The price sheet is the same as Arizona Department of Health Services (ADHS) lab licensure's application. The reporting limits for drinking water are listed in R18-4-104 table 3, U (see AZ DW reporting limits attachment)

Question: Please provide clarification on what is being requested on the Price Sheet (page 31), Drinking Water Section, Item A6 Radiochemistry: Cesium, Iodine, Strontium, Tritium and Uranium, is the City requesting Total or specific isotopes (i.e. Strontium 90)?

Answer: Drinking water regulations are very clear on what they need for radiochemistry. Total Uranium - MCL of 30 pCi/L, tritium MCL of 20,000 pCi/L, Sr-90 MCL of 8 pCi/L. If the gross beta is high and the possibility of contamination by nuclear facilities then Iodine-131 may need to be analyzed with a detection limit of 1 pCi/L or Cesium-134 with a detection limit of 10 pCi/L.

Question: Under Laboratory Services and Analytical Requirements (page 22), states that the QC test and checks will be conducted on a 10% basis and that the lab shall provide as part of the quality control all calibration curves and check sample data. Calibration curves are not typically provided as part of our standard analytical report. A level 4 data package must be requested in order to provide the calibration curve data. Will the City be requesting level 4 packages for all work?

Answer: The City will not be asking for a level 4 data package on a regular basis. There will be times that one is needed and pricing should be included with your submittal.

Question: Record Keeping and Retention (pg. 24), states that samples are subject to COC procedures until final disposal. Does the City want us to use an internal Chain of Custody?

Answer: Most of the LIMS software packages have an internal chain of custody program, but some laboratories have a card key system that only allows certain people into the walk-in refrigerator. What ever system your firm uses, it must comply with ADHS and ADEQ's rule for proper custody of the samples.

Question: On Page 21, Section 5 of the RFP, it states that the Contractor must provide details on Minimum Reporting Levels (MRLs) and that the contractor must meet detection limits required by local, state, and federal regulations. Does the City of Tempe require that the Laboratory's MRLs for each analyte in the RFP Price Sheet be included in the submission or is it sufficient to state that the laboratory can meet the required detection limits?

Answer: It will be required that the Contractor submit documentation indicating that the Contractor and subcontractor(s) laboratories will meet required detection limits. The City does retain the right to require MRL information and have it delivered within three working days.

Change: Due Date/Time from Wednesday, February 22, 2006 to **Wednesday, March 1, 2006, 3:00 P.M. MST.**

No Additional questions will be accepted do to time restraints.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NAME OF COMPANY

BY NAME (please print) TITLE

ADDRESS (or PO Box)

TELEPHONE

CITY STATE ZIP

AUTHORIZED SIGNATURE

AZ DW reporting limits attachment

U. Reporting limits. A public water system shall not report an analytical result as "not detected" or "ND" without a specific reference to a numeric "less than value" [that is, "< x" where x is a numeric concentration]. A public water system shall not report a "less than value" at a concentration that exceeds any of the following reporting limits:

1. Single point-of-entry sample:
 - a. Inorganic chemicals (except nitrate, nitrite, fluoride, lead and copper): The reporting limit is the MCL for the inorganic chemical.
 - b. Nitrate: 5 mg/L.
 - c. Nitrite: 0.5 mg/L.
 - d. Fluoride: 2.0 mg/L.
 - e. VOCs: 0.0005 mg/L.
 - f. SOCs:

Synthetic Organic Chemical	Reporting Limit [in mg/L]
Alachlor	0.0002
Atrazine	0.0001
Benzo(a)pyrene	0.00002
Carbofuran	0.0009
Chlordane	0.0002
2,4-D	0.0001
Dalapon	0.001
Dibromochloropropane (DBCP)	0.00002
Di(2-ethylhexyl)adipate	0.0006
Di(2-ethylhexyl)phthalate	0.0006
Dinoseb	0.0002
Diquat	0.0004
Endothall	0.009
Endrin	0.00001
Ethylene dibromide (EDB)	0.00001
Glyphosate	0.006
Heptachlor	0.00004
Heptachlor epoxide	0.00002
Hexachlorobenzene	0.0001
Hexachlorocyclopentadiene	0.0001
Lindane	0.00002
Methoxychlor	0.0001
Oxamyl	0.002
PCBs (as decachlorobiphenyl)	0.0001
Pentachlorophenol	0.00004
Picloram	0.0001
Simazine	0.00007
2,3,7,8-TCDD (Dioxin)	0.000000005
Toxaphene	0.001
2,4,5-TP (Silvex)	0.0002

2. Composite samples:
 - a. Inorganic chemicals (except lead and copper): The reporting limit is 1/5 of the MCL for the inorganic chemical.
 - b. VOCs: 0.0005 mg/L.
 - c. SOCs: The reporting limit for a SOC composite sample is the same as the reporting limit for a SOC single sample listed under subsection (U)(1)(f), except for toxaphene, which has a reporting limit that is less than or equal to 0.0006 mg/L.
3. Radiochemical reporting limits: The reporting limit for a radiochemical shall be that concentration that can be counted with a precision of plus or minus 100% at the 95% confidence level (1.96 F where F is the standard deviation of the net counting rate of the sample).
 - a. Radium-226: 1 pCi/L.
 - b. Radium-228: 1 pCi/L.
 - c. Gross alpha particle activity: 3 pCi/L.
 - d. Man-made beta particle and photon emitters:

Man-made Beta Particle and Photon Emitters	Reporting Limit
i. Tritium	1,000 pCi/L
ii. Strontium-89	10 pCi/L
iii. Strontium-90	2 pCi/L
iv. Iodine-131	1 pCi/L
v. Cesium-134	10 pCi/L
vi. Gross beta	4 pCi/L
vii. Other radionuclides	1/10 of the applicable limit

4. Lead and copper reporting limits:

A public water system shall report all lead levels measured between 0.005 mg/L and the method detection limit as measured or as 0.0025 mg/L. A public water system shall report all copper levels measured between 0.050 mg/L and the method detection limit as measured or as 0.025 mg/L. A public water system shall report all lead and cop

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

Contract Number: T06-135-02

Staff Summary # 20060406fst08

Legend Technical Services, Inc.
Attn: Robert Vertefeuille
17631 N. 25th Avenue
Phoenix, AZ 85023

Contract Period 05/01/2006
To
04/30/2007

Phone: 602-324-6129

Vendor Number: 67937

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Laboratory Services** per the terms, conditions, specifications and requirements of **06-135**. The contract shall remain in effect through **04/30/2007** unless extended, renewed or canceled per terms and conditions of **T06-135-02**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Item No.	Pricing Item Description	Unit Price
1.	<u>Item</u> Pricing per attached price sheet.	

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T06-135-02**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Water Utility Dept., Attn: Miyoung Kim, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Ted Stallings, CPPB
Procurement Officer
(480) 350-8617

Donna Littrell, CPPB
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchase

Contract Number: T06-135-02

Dated: 1/2/2008

Vendor Number: 67937

Legend Technical Services, Inc
Attn: Robert Vertefeuille
17631 N. 25th Avenue
Phoenix Az 85023

Contract Renewal: 05/01/2008

through

Contract Expiration: 04/30/2009

Contract Description Laboratory Services

Modification Number: 2

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of **T06-135-02** and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true passthrough cost. Any price increase request must be made at least 30 days before the expiration of the contract and must be approved in writing by the City Procurement Office. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of \$30,000 or more must be approved by City Council prior to acceptance of renewal.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office before the stated effective date. Failure to return this form within ten (10) days may result in contract cancellation.

City of Tempe Procurement Officer: Ted Stallings
City of Tempe Contracts Compliance: Patricia Acosta

Phone No. (480) 350-8617
Phone No. (480) 350-8618

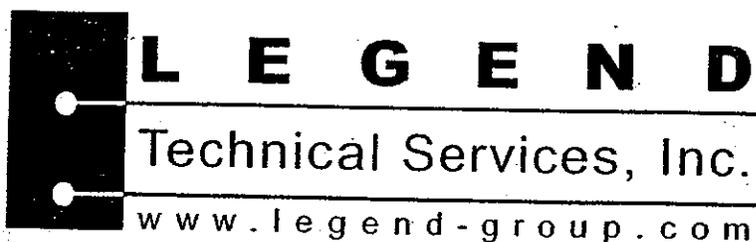
To Be Completed and Signed By Contractor

Contractor's Name Legend Technical Services of Arizona, Inc.
Contractor's Mailing Address 17631 N. 25th Avenue, Phoenix, AZ 85023
Phone No. (602) 324 - 6129 Fax No. (602) 324 - 6101
Contractor's Authorized Signature Date: January 4, 2008

City of Tempe Contract Renewal Acceptance

City Procurement Officer Signature Date 3/26/08

Central Services Administrator Signature Date 3-26-08



**PROPOSAL FOR
LABORATORY SERVICES**

CITY OF TEMPE IFB NO. 06-135

February 22, 2006

ARIZONA

17631 North 25th Avenue • Phoenix, AZ 85023
Phone: (602) 324-6100 • Fax: (602) 324-6101

4585 South Palo Verde Road, Suite 423 • Tucson, AZ 85714
Phone: (520) 327-1234 • Fax: (520) 327-0518

MINNESOTA

88 Empire Drive • St. Paul, MN 55103
Phone: (651) 642-1150 • Fax: (651) 642-1239

NORTH DAKOTA

3105 North Broadway • Fargo, ND 58102
Phone: (701) 271-6779

WISCONSIN

850 Highway 153 • Mosinee, WI 54455
Phone: (715) 693-1180 • Fax: (715) 693-1188

308 East Northland Avenue • Appleton, WI 54911
Phone: (920) 830-4991 • Fax: (920) 830-4990

"Dedicated to the Science of Service"
www.legend-group.com

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab/Doing Analysis
A.	Drinking Water	(\$)		
1.	Microbiology			
	Total coliform			
	Multiple Tube	26	SM 9221B	Legend AZ
	Membrane Filter	15	SM 9222B	Legend AZ
	Colilert	12	SM 9223B	Legend AZ
	Colisure	No Bid		
	Presence-Absence	No Bid		
	Heterotrophic Plate Count	20	SM 9215B	Legend AZ
	Escherichia Coli	26	SM 9221F	Legend AZ
	Fecal coliform	26	SM 9221E	Legend AZ
	Viruses	425	SM 9510*	Legend AZ
	Giardia and Cryptosporidium	375	SM 9711B*	Legend AZ
				Legend AZ
2.	Sample prep for metals			
	(explain reason(s) for prep and cost)	12	EPA 200.7/200.9	Legend AZ
	Digestion required for DW samples with Turbidity greater than 1 NTU.			
3.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	12	SM 2320B	Legend AZ
	Asbestos	117	EPA 100.1	Fiberquant
	Bromate	170	EPA 300.1	UL
	Bromide	22	EPA 300.0	Del Mar
	Chloride	13	EPA 300.0	Legend AZ
	Chlorine	10	SM 4500 CL D	Legend AZ
	Chlorine Dioxide	No Bid		
	Chlorite	35	EPA 300.0	UL
	Color	28	SM 2120 B	Legend AZ
	Corrosivity	50	SM 2330 B	Legend AZ
	Cyanide	35	SM 4500 CN E	Legend AZ
	Cyanide, Amenable	45	SM 4500 CN G	Legend AZ
	Fluoride	13	SM 4500 FC	Legend AZ
	Hardness	32**	SM 2340 B	Legend AZ
	Methylene Blue Active Substances	100	EPA 425.1	Aquatic
	Nitrate	18	SM 4500 NO3F	Legend AZ
	Nitrite	10	SM 4500 NO2B	Legend AZ
	Ortho-Phosphate	13	SM 4500 P F	Legend AZ
	Ozone	No Bid		
	pH	8	EPA 150.1	Legend AZ
	TDS	11	SM 2540 C	Legend AZ
	Specific Conductance	10	EPA 2510 B	Legend AZ
	Sulfate	13	EPA 300.0	Legend AZ
	TOC	40	SM 5310 C	Legend AZ
	Turbidity	10	EPA 180.1	Legend AZ
	UV254	60	SM 5910 B	Legend AZ

** Hardness includes analysis for Ca, Mg, and calculation.

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Metals			
	Metals (ICP)	\$9	EPA 200.7	Legend AZ
	Metals (ICP-MS)	25	EPA 200.8	Del Mar
	Metals (GFAA)	14	EPA 200.9	Legend AZ
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Uranium, Zinc			
	Mercury	28	EPA 245.1	Legend AZ
5.	Organic Chemicals			
	Total Trihalomethanes	60	EPA 524.2	Legend AZ
	Volatile Organics	140	EPA 524.2	Legend AZ
	Chlorinated Pesticides	360	EPA 505, 525.2	UL
	PCB	150	EPA 505	UL
	Herbicides	175	EPA 515	UL
	EDB/ DBCP	85	EPA 504	UL
	Nitrogen and Phosphorus Pesticides	285	EPA 525.2	UL
	Base/Neutrals and Acids	285	EPA 525.2	UL
	Carbamates	120	EPA 531	UL
	Dioxins and Furans	425	EPA 1613	Pace
	Glyphosate	120	EPA 547	Legend AZ
	Endothall	140	EPA 548	UL
	Diquat and Paraquat	140	EPA 549	UL
	PAH	285	EPA 525.2	UL
	DBPs and Chlorinated Solvents	No Bid		
	HAAs	160	EPA 552.2	Legend MN
	Phthalate Esters and Adipates	285	EPA 525.2	UL
	Benzidines and Nitrogen Pesticides	No Bid		
	Carbonyl Compounds	No Bid		
	Chlorinated Acids	175	EPA 515	UL
6.	Radiochemistry			
	Gross Alpha	60	EPA 600/00-02	Rad. Safety
	Gross Beta	60	EPA 900.0	Rad. Safety
	Radium 226	90	EPA 903.1	Rad. Safety
	Radium 228	130	EPA 904	Rad. Safety
	Total Radium	220	EPA 903.0/904	Rad. Safety
	Cesium	175	EPA 901.1	Rad. Safety
	Iodine	175	EPA 901.1	Rad. Safety
	Strontium	170	EPA 905	Rad. Safety
	Tritium	85	EPA 906.0	Rad. Safety
	Uranium (Isotopic)	170	EPA 00-07	Rad. Safety
	Gamma Emitting Isotopes	175	EPA 901.1	Rad. Safety
7.	Biological			
	Microscopic Particulate Analysis	300	EPA 910/9-92-029	Legend AZ

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$60	EPA 300.0	Legend AZ
	Radon 222	70	EPA 7500-Rn	Rad. Safety
9.	UCMR 2 Assessment Monitoring			
	527	390	EPA 527	UL
	529	325	EPA 529	UL
	Perchlorate	228	EPA 331	UL
10.	UCMR 2 Screening survey			
	535	585	EPA 535	UL
	525.2	423	EPA 525.2	UL
	521	370	EPA 521	UL

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
B.	Wastewater			
1.	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	26	SM 9221E	Legend AZ
	Membrane Filter	15	SM 9222D	Legend AZ
	Total Coliform			
	Multi Tube Fermentation	26	SM 9221B	Legend AZ
	Membrane Filter	15	SM 9222B	Legend AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	26	SM 9230B	Legend AZ
	Membrane Filter	No Bid		
	Viruses	425	SM 9510	Legend AZ
	Giardia and Cryptosporidium	375	SM 9711B	Legend AZ
	Ascaris lumbricoides	150	SM 10550	Legend AZ
	Common tapeworm	150	SM 10550	Legend AZ
	Entamoeba histolytica	300	SM 9711C	Legend AZ
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity	No Bid		
	Alkalinity	12	SM 2320B	Legend AZ
	Ammonia	20	EPA 350.1	Legend AZ
	BOD	36	EPA 405.1	Legend AZ
	Bromide	20	EPA 300.0	Del Mar
	COD	28	EPA 410.4	Legend AZ
	Chloride	13	SM 4500 CL B	Legend AZ
	Chlorine	10	SM 4500 CL D	Legend AZ
	Chromium Hexavalent	32	SM 3500 CR D	Legend AZ
	Color	28	SM 2120 B	Legend AZ
	Cyanide (amenable)	45	SM 4500 CN G	Legend AZ

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Cyanide, (available)	\$45	SM 4500 CN C	Legend AZ
	Cyanide (total)	35	SM 4500 CN E	Legend AZ
	Fluoride	13	SM 4500 FC	Legend AZ
	Hardness **	32	SM 2340B	Legend AZ
	TKN	32	EPA 351.2	Legend AZ
	MBAS	100	EPA 425.1	Aquatic
	Nitrate	18	SM 4500 N03F	Legend AZ
	Nitrite	10	SM 4500 N02B	Legend AZ
	Oil and Grease	80	EPA 413.1, 1664A	Legend AZ/MN*
	TOC	40	SM 5310C	Legend AZ
	Ortho-Phosphate	13	SM 4500 PF	Legend AZ
	Oxygen, dissolved	14	EPA 360.1	Legend AZ
	pH	8	EPA 150.1	Legend AZ
	Phenols	60	EPA 420.1	Del Mar
	Phosphorus (total)	25	EPA 365.1	Legend AZ
	Residue (total)	11	EPA 160.3	Legend AZ
	TDS	11	SM 2540C	Legend AZ
	TSS	11	EPA 160.2	Legend AZ
	Settleable Solids	11	EPA 160.5	Legend AZ
	Residue, Volatile	32	EPA 160.4	Legend AZ
	Silica	25	EPA 200.7	Legend AZ
	Sodium Azide	95	SM 4110B	ATEL
	Specific Conductance	10	SM 2510B	Legend AZ
	Sulfate	13	EPA 375.4	Legend AZ
	Sulfide	16	EPA 376.2	Legend AZ
	Sulfite	45	EPA 377.1	Aquatic
	Turbidity	10	EPA 180.1	Legend AZ
3.	Metals			
	Metals (ICP)	9	EPA 200.7	Legend AZ
	Metals (ICP-MS)	25	EPA 200.8	Del Mar
	Metals (GFAA)	14	EPA 200.9	Legend AZ
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Gold	No Bid		
	Iridium	No Bid		
	Mercury	28	EPA 245.1	Legend AZ
	Osmium	No Bid		
	Palladium	No Bid		
	Platinum	No Bid		
	Rhodium	No Bid		
	Ruthenium	No Bid		
	Titanium	25	EPA 200.7	Del Mar

* Licensure for EPA 1664A pending for Legend MN.
 ** Hardness includes analysis for Ca, Mg, and calculation.

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Bioassay			
	Toxicity	\$3500	EPA 600	Aquatic
5.	Organic Chemical			
	Volatile organics GC/MS	130	EPA 624	Legend AZ
	Acrolein and Acrylonitrile	90	EPA 624	Legend AZ
	Phenols	165	EPA 625	Legend MN
	Benzidines	165	EPA 625	Legend MN
	Phthalate Esters	165	EPA 625	Legend MN
	Nitrosamines	165	EPA 625	Legend MN
	Organochlorine Pesticides and PCBs	160	EPA 608	Legend MN
	Nitroaromatics and Isophorone	165	EPA 625	Legend MN
	PAH	165	EPA 625	Legend MN
	Haloethers	165	EPA 625	Legend MN
	Chlorinated Hydrocarbons	130	EPA 8260B	Legend AZ
	2,3,7,8,TCDD (Dioxin)	550	EPA 1613 (613)	Pace
	Tetra through Octa Chlorinated Dioxins and Furans	900	EPA 1613	Pace
	Triazine Pesticides	140	EPA 608 (Mod)	Legend MN
	Base/Neutral and Acids (625 or 1625)	300	EPA 625	Legend MN
	Carbamates and Urea Pesticides	165	EPA 531 (Mod)	UL
	TPH	80	EPA 418.1, 1664A	Del Mar/Legend MN*
	Ethylene Glycol	No Bid		
	Organophosphorus Pesticides	190	EPA 1657	Legend MN
6.	Radio Chemistry			
	Gross Alpha	60	EPA 600/00-02	Rad. Safety
	Gross Beta	60	EPA 900.0	Rad. Safety
	Total Radium	220	EPA 903.0/904	Rad. Safety
	Radium 226	90	EPA 903.1	Rad. Safety
7.	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	60	EPA 300.0	Legend AZ
	1657	190	EPA 1657	Legend MN
	PCB's only	140	EPA 608	Legend MN

* AZ Licensure pending for EPA 1664A - Legend MN.

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab/Quote Analysis
C. Hazardous Waste				
1. Microbiology				
	Total Coliforms	\$68	SM 9221B	Legend AZ
	Multiple Tube Fermentation	<u>No Bid</u>		
	Membrane Filter			
2. Hazardous Waste Characteristics				
	Corrosivity			
	pH determination	8	EPA 9045C	Legend AZ
	Corrosive to steel	<u>No Bid</u>		
	Dermal	<u>No Bid</u>		
	Ignitability	30	EPA 1010	Legend AZ
	Reactivity	<u>No Bid</u>		
3. Sample Extraction Procedures				
	Extraction procedure toxicity 1310A	<u>No Bid</u>		
	TCLP 1311	80*	EPA 1311	Legend AZ
	1320	<u>No Bid</u>		
	1330A	<u>No Bid</u>		
	SPLP 1312	<u>No Bid</u>		
	Specific conductance	10	EPA 9050A	Legend AZ
4. Sample Prep for Metals (explain reason(s) for prep and cost)				
		12**	EPA 3010A/3050B	Legend AZ
5. Inorganic Chemical				
	Metals (ICP)	9	EPA 6010B	Legend AZ
	Metals (ICP-MS)	25	EPA 6020B	DeI Mar
	Metals (GFAA)	<u>No Bid</u>		
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Osmium, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc	<u>No Bid</u>		
	Chromium Hexavalent	28	EPA 7470/1A	Legend AZ
	Mercury	<u>No Bid</u>		
	White Phosphorus			
6. Sample Preparation and Extraction				
			Included in the price of the analysis	
7. Sample Cleanup (explain reason(s) and cost)				
		<u>No Bid</u>		
8. Organics Chemicals (includes extraction)				
	EDB and DBCP	<u>No Bid</u>		
	Nonhalogenated Volatile Organics	90	EPA 8015B	DeI Mar
	Volatile Organics	200	EPA 8260B	DeI Mar
	Organochlorine Pesticides	180	EPA 8081A	Legend MN

* Metals only; semivolatiles, pesticides, herbicides extraction: \$100/sample.
 Volatile organics: \$140/sample.

** Digestion required prior to analysis.

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Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	PCB's	\$120	EPA 8082	Legend MN
	PCB's in oil	120	EPA 600/4-81-045	Legend MN
	PAH	180	EPA 8310	Del Mar
	Semivolatiles	300	EPA 8270C	Legend MN
9.	Miscellaneous			
	Cyanide	35	EPA 9014	Legend AZ
	TOX	90	EPA 9020B	Del Mar
	Sulfides	No Bid		
	Sulfate	No Bid		
	pH	8	EPA 9045C	Legend AZ
	Specific Conductance	10	EPA 9050A	Legend AZ
	TOC	No Bid		
	Phenolics	No Bid		
	Oil and Grease	No Bid		
	Nitrate	No Bid		
	Nitrite	No Bid		
	Chloride	No Bid		
	Bromide	No Bid		
	Fluoride	No Bid		
	Paint filter	12	EPA 9095A	Legend AZ
	Ortho Phosphate	No Bid		
10.	Asbestos			
	Fiber Counting	No Bid		
	Bulk Asbestos	25	EPA 9002	Legend MN
11.	Radiochemical			
	Gross Alpha and Beta	No Bid		
	Alpha-Emitting Radium Isotopes	No Bid		
	Radium-228	No Bid		
12.	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	No Bid		

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
D	Air and Stack Parameters			
1.	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	No Bid	Normal 5 day TAT 3 day Rush 24 hour Rush	

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
E.	Miscellaneous			
1.	Algae Identification	\$100	Microscopy	Legend AZ
2.	Flash Point	30	EPA 1010	Legend AZ
3.	W/W 503 sludge	68*	SM 9221E	Legend AZ
4.	MIB/Geosmin	375	SM 6040D	Legend AZ
5.	NDMA	No Bid		
6.	Endocrine disruptors	No Bid		
7.	Bacterial Identification	75/hour	Microscopy	Legend AZ
8.	Detergent Suitability	85		
9.	Water Suitability	190	SM 9020B	Legend AZ
10.	Iron Bacteria		SM 9020	Legend AZ
11.	Legionella pneumophila	75	SM 9240B	Legend AZ
12.	Pseudomonas aeruginosa	75	SM 9260J	Legend AZ
13.	Sulfate Reducing Bacteria	35	SM 9213F	Legend AZ
14.	Bacillus anthracis (Anthrax)	75	SM 9240D	Legend AZ
15.	Cultured Fungi - Count and ID	125	CDC PRES 1D	Legend AZ
		45	Microscopy	Legend AZ

*Fecal coliform in sludge/biosolids only.

Discount off list price for supplies and services not referenced on price sheets.

This includes the following:

20% discount off all analyses performed at Legend AZ/MN.

Uniform charge and surcharge pricing for:

- Routine analyses for all parameters listed in the program tables.
- Rush analyses - 24 hour, 48 hour, 72 hours, and 7 day.
- Weekend and holiday analyses
- Emergency analyses

See Attachment 1.0 for surcharge pricing and any additional exclusions/footnotes.

Please add additional pages for multiple discounts.

Complete list price sheets will be required within 10 working days upon notification of award.

Company Name: Legend Technical Services, Inc.

PRICE SHEET

Item	Parameter	Routine Cost	EPA Method	Lab. Doing Analysis
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List price sheets may be submitted on CD or Internet web-site.

* Applicable Tax 0 %

* **State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, Form 201-B (IFB) included in this Invitation for Bid document.**

Less prompt payments discount terms of - % - days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

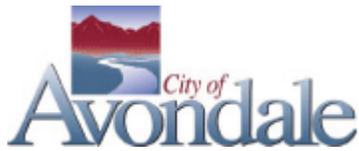
Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts: Rajean Cruz Letters A-C
Ramona Zapien Letters D-O
Penny Brophy Letters P-Z

PRICE SHEET – ATTACHMENT 1.0

Price Sheet Notes:

1. All prices included in the Price Sheet are for samples to be analyzed during standard business hours of 8:00 AM to 5:00 PM, Monday through Friday (standard turnaround time). Expedited turnaround times or weekend/holiday analyses shall be surcharged according to the following schedule:
 - 24-hour RUSH: 100% surcharge
 - 48-hour RUSH: 75% surcharge
 - 72-hour RUSH: 50% surcharge
 - 5-day RUSH: 25% surcharge
 - Weekend analysis: 100% surcharge
 - Holiday analysis: 100% surcharge
 - Emergency analysis: 300% surcharge; \$250 minimum invoice.
2. LEGEND's standard reports include Level II QC. Level IV QC packages may be provided for an additional charge of 30% of the invoice total; minimum Level IV QC charge: \$125.00/work order. Is this
QC
3. Drinking water samples submitted for metals analysis will require a digestion if the turbidity is greater than 1.0 NTU. A \$12.00 digestion fee will apply.
4. Hazardous waste samples submitted for metals analysis will require a digestion. A \$12.00 digestion fee will apply.
5. TCLP extraction prices are listed for metals analyses only. If TCLP extractions are needed for analysis other than metals, the following prices will apply:
 - a. Semi-volatiles, pesticides, and/or herbicides: \$100
 - b. Volatiles (ZHE): \$140
6. Bulk asbestos pricing is for building materials only.



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreements with Brown and Associates and Bureau Veritas North America, Inc. for plan review and inspection services

MEETING DATE:

September 15, 2008

TO: Mayor and Council
FROM: Ken Sowers, Building Official
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve two (2) separate contracts with Brown and Associates for an amount not to exceed \$300,000.00 and Bureau Veritas North America, Inc. for an amount not to exceed \$100,000.00 for the purpose of providing building plan review and inspection services for a period of two (2) years with options to extend for up to three (3) one year terms.

BACKGROUND:

The Building Division reviews all residential and commercial building plans prior to the issuance of building permits. Large commercial plan reviews are typically outsourced due to the complex nature of the plans and the need for highly specialized expertise. This allows these plans to be reviewed in a more timely and efficient manner.

The Building Division also conducts field inspections of all permitted projects. Occasionally, the division may be short-staffed due to training, illness, or other absence. When this occurs, the Building Division may need to use a qualified consulting inspector to ensure that all inspections are completed in a timely manner. Consultants are also used to provide specialized third party inspections for complex developments.

DISCUSSION:

A request for proposals (RFP) was advertised in the West Valley View on July 15, and July 18, 2008, in the Arizona Business Gazette on July 17, 2008. The City received ten (10) proposals. The proposals were evaluated based on the firm's relevant experience, level of expertise, qualifications, availability of staff and understanding of the City's needs. Prices for the proposals were not evaluated until a determination had been made as to the most highly qualified firm.

Based on the criteria identified in the RFP, scores were tabulated and Brown & Associates was the top ranked firm with Bureau Veritas North America, Inc. ranking second. The top two firms are recommended for award in the event that a single firm would not be able to process reviews or inspections within the time frames specified by the City for any reason.

BUDGETARY IMPACT:

The City's Building Division includes appropriations within their budget for these services in the amount of \$400,000 annually. The City recovers the cost of this service through plan review fees that are paid prior to the issuance of building permits. Inspection fees are also charged to recover the cost of any third party inspections requested by a contractor/developer.

RECOMMENDATION:

Staff recommends that the City Council approve two (2) separate contracts with Brown and Associates and Bureau Veritas North America, Inc. for building plan review and inspection services for a period of two (2) years.

ATTACHMENTS:

Click to download

- [📄 PSA - Bureau Veritas North America, Inc.](#)
- [📄 PSA - Brown & Associates Certified Inspections Services, Inc.](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BUREAU VERITAS NORTH AMERICA, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Bureau Veritas North America, Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, DS 09-013 "Plan Review and Inspection Services" (the "RFP") seeking proposals from vendors for plan review and inspection services.

B. The Consultant responded to the RFP, a copy of which is attached as Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for plan review and inspection services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of two (2) years until September 15, 2010. This Agreement may be extended for up to three consecutive one-year terms if (i) at least thirty days prior to the end of the then-current term of this Agreement, the Consultant requests in writing to extend the Agreement for an additional one-year term and (ii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an annual price not to exceed \$100,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona

with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, 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. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is 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 Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

14.6 Relationship of the 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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and

Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Bureau Veritas North America, Inc.
1481 North Eliseo C. Felix Way, Suite 230
Avondale, Arizona 85323
Facsimile: (480) 596-5065
Attn: Steve Burger, Division Director

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's response to the RFP, the documents shall govern in the order listed herein.

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

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

BUREAU VERITAS NORTH AMERICA,
INC., a Delaware corporation

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BUREAU VERITAS NORTH AMERICA, INC.

[Consultant's Response to the RFP]

See following pages.

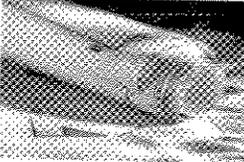


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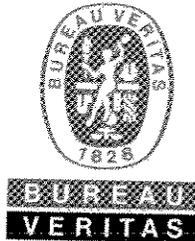
City of Avondale | Plan Review & Inspection Services

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BUREAU OF VERITAS



August 14, 2008

Mr. Ken Sowers
Ms. Pilar Morales
City of Avondale
Development Services Department
11465 West Civic Center Drive
Avondale, Arizona 85323

RE: RFP for Plan Review and Inspection Services

Dear Mr. Sowers and Ms. Morales:

It is a pleasure to submit our proposal for Plan Review and Inspection Services to the City of Avondale. The City of Avondale requires a team of experts to provide Building Safety Services for their projects. For more than 30 years, Bureau Veritas has been providing plan review and inspection services to agencies throughout Arizona.

By selecting Bureau Veritas, the City of Avondale will receive an experienced, knowledgeable team with a proven track record for excellent service. Our top priority is to provide exceptional service as a seamless extension of your City staff. We will meet this goal in the following ways:

- **Proven Building Safety Services Track Record**
- **Meet and Exceed Turnaround Schedules**
- **Certified Professionals**
- **Specialty Services Expertise**
- **Innovative Technology**
- **Personalized Service**

Bureau Veritas believes the capability of our proposed project team, their success with providing building safety services, and their individual experience as building department leaders, brings together a group of experts that will contribute to meeting the City's project goals.

The **Bureau Veritas** group is **committed** and **ready** to offer you the same care and standard of technical excellence and superior service that have been the hallmark of our work with other public agencies. We look forward to providing Plan Review and Inspection Services to the City of Avondale.

Sincerely,

Bureau Veritas North America, Inc.

Steve Burger, CBO
Principal-in-Charge

Bureau Veritas North America, Inc.
1481 N. Eliseo C. Felix Jr. Way #230
Avondale, AZ 85323

Tell: (623) 932-9951
Fax: (623) 932-9952
www.bvbuildingsafety.com

B. FIRM DESCRIPTION

Founded in 1828, Bureau Veritas is a global leader in the quality assurance and inspection industry, providing clients with the tools and expertise to minimize risk and move forward with confidence. Our highly-skilled experts provide dependable, accurate assessments in the fields of:

- ***Building Safety & Construction Code Compliance***
- Construction Materials Testing
- Steel & Welding Inspections
- Municipal Consulting & Outsourcing
- Health, Safety & Environmental Services
- Pressure Vessel & Boiler Inspections
- Industrial & Equipment Inspections
- Certification (ISO & OHSAS)
- Laboratory Testing
- Consumer Products Testing



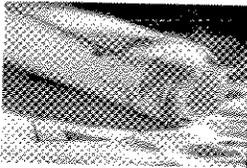
Building Safety & Construction Code Compliance

As the nation's leading Building Safety and Construction Code Compliance provider, Bureau Veritas verifies design and construction conform to national, state, and local building codes and standards. Bureau Veritas offers vast resources, exceptional expertise, a broad selection of services, and a commitment to customer service. Our range of services includes:

- Plan Review
Accessibility, Building, Electrical, Energy, Fire, Mechanical, Plumbing, and Structural
- Inspections
Accessibility, Building, Electrical, Energy, Fire, Mechanical, Plumbing, and Structural
- Civil Plan Review & Inspections
Storm and Sanitary Sewer Systems, Water Utilities, Roadways, Curb and Gutter Placement, and Site Drainage and Retention Systems
- Administration
Building Official, Plans Examiner, Inspector, Permit Technician

For municipalities of all sizes, Bureau Veritas can help you ensure building safety and construction code compliance. From individual projects to a supplying a complete building department, we help address both immediate and long-term building safety issues, delivering solutions that add value today and sustainable management strategies that enable you to track value and drive improved performance well into the future.





General Information

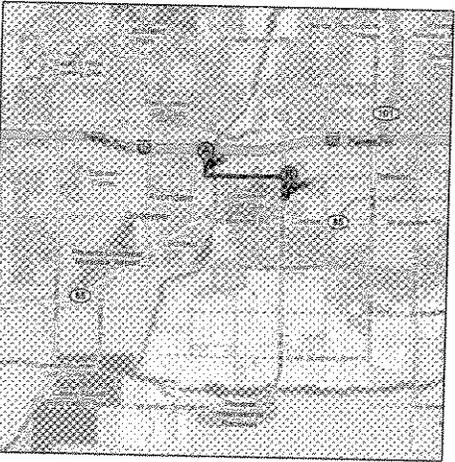
City of Avondale | Plan Review & Inspection Services

C. LEGAL ORGANIZATION OF THE FIRM

Name: Bureau Veritas North America, Inc.
 Address: 11860 West State Road 84
 Ft. Lauderdale, FL 33325
 State of Incorporation: Delaware
 FEID: 06-1689244
 Date of incorporation: March 26, 2003
 Ownership: BVNA is a wholly owned subsidiary of U.S. Laboratories, Inc. a Delaware corporation, with a FEID # 33-0586167.

Point of Contact

Steve Burger, CBO
Principal-in-Charge
 1481 N. Eliseo C. Felix Jr. Way #230
 Avondale, AZ 85323
 Phone: 623.932.9951
 Fax: 623.932.9952
 Mobile: 623.570.7284
 steve.burger@us.bureauveritas.com
 www.bvbuildingsafety.com



The Bureau Veritas office is located **2.6 miles** from the City of Avondale city hall.



D. OFFICE LOCATIONS

Principal Office
 11860 West State Road 84
 Suite B1
 Ft. Lauderdale, FL 33325

Local Office
 1481 N. Eliseo C. Felix Jr. Way
 Suite 230
 Avondale, AZ 85323

E. PROFESSIONAL REGISTRATIONS & KEY PERSONNEL

Business License

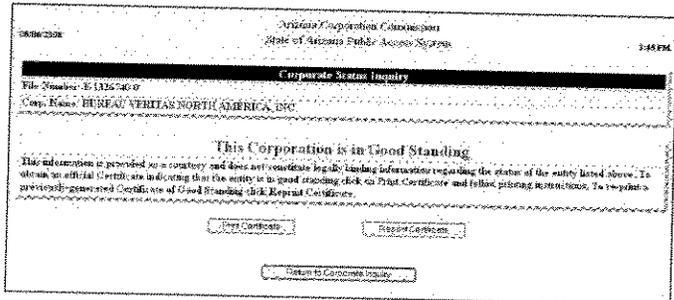
Bureau Veritas is licensed to do business in the State of Arizona and can be found under the Arizona Secretary of State file number F-1326740-0. Our Arizona office also retains a current business license for the City of Avondale. The registrant Engineer for our office is Mr. Donald Allison, P.E., Arizona License No. 29920.

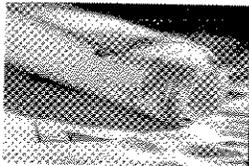
Key Personnel

Don Allison, PE
 Civil Engineer
 Arizona License No. 29920

Shicheng Tao, Ph.D, PE, SE
 Structural Engineer
 Arizona License No. 35232

Steven Block, EE
 Electrical Engineer
 Arizona License No. 30474





General Information

City of Avondale | Plan Review & Inspection Services

F. SIMILAR CONTRACTS

1. Pinal County, AZ
 - (i) Plan Reviews of Commercial and Residential plans since 2004
 - (ii) Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449
2. Clark County, NV
 - (i) Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
 - (ii) Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020
3. Town of Buckeye, AZ
 - (i) Plan review of commercial and residential plans since 2004
 - (ii) Phillip Marcotte, Building Official
pmarcotte@buckeyeaz.gov
623.349.6200

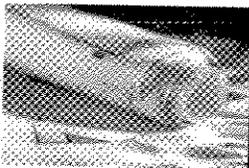
David Whittaker, Plan Review Manager
dwhittaker@buckeye.gov
623.349.6199

G. OTHER EXPERIENCE

Municipality / Company	Contact	Address	Phone Number	Email Address	Services
City of Surprise	Forrest Fielder, Building Official	12425 W. Bell Road, Suite D-100 Surprise, AZ 85374	623.875.4314	forrestf@surpriseaz.com	> Plan Review
City of Casa Grande	Brad Johnson, Building Official	510 E. Florence Blvd. Casa Grande, AZ 85222	520.421.8630	bjohnson@ci.casa-grande.az.us	> Plan Review
Apache County	Homer Rogers, Building Official	P.O. Box 238 St. Johns, AZ 85936	928.337.7527	jhrogers@co.apache.az.us	> Plan Review > Inspections
Town of Eagar	Bruce Ray, Building Official	P.O. Box 1300 Eagar, AZ 85925	928.333.4128	bray@eagar.com	> Plan Review > Inspections
City of St. Johns	Audrey Holt, Planning and Zoning Director	P.O. Box 455 St. Johns, AZ 85936	928.337.4517 ext. 230	aholt@sjaz.us	> Plan Review > Inspections
Alliance Residential (Phoenix)	David Luke, Project Manager	2415 E Camelback Road, Suite 600 Phoenix, AZ 85016	602.522.5787	dluke@allresco.com	> Plan Review > Inspections
Alliance Residential (Las Vegas)	Brian Chapin, Project Manager	2700 E Sunset Rd, Suite 15 Las Vegas, NV 89120	702.798.8955	bchapin@allresco.com	> Plan Review > Inspections
Hensel Phelps Construction (Luke Air Force Base)	Eric Carothers, Project Engineer	2134 Comanche Dr. Luke AFB, AZ 85307	623.466.7602	ecarothers@henselphelps.com	> Plan Review > Inspections



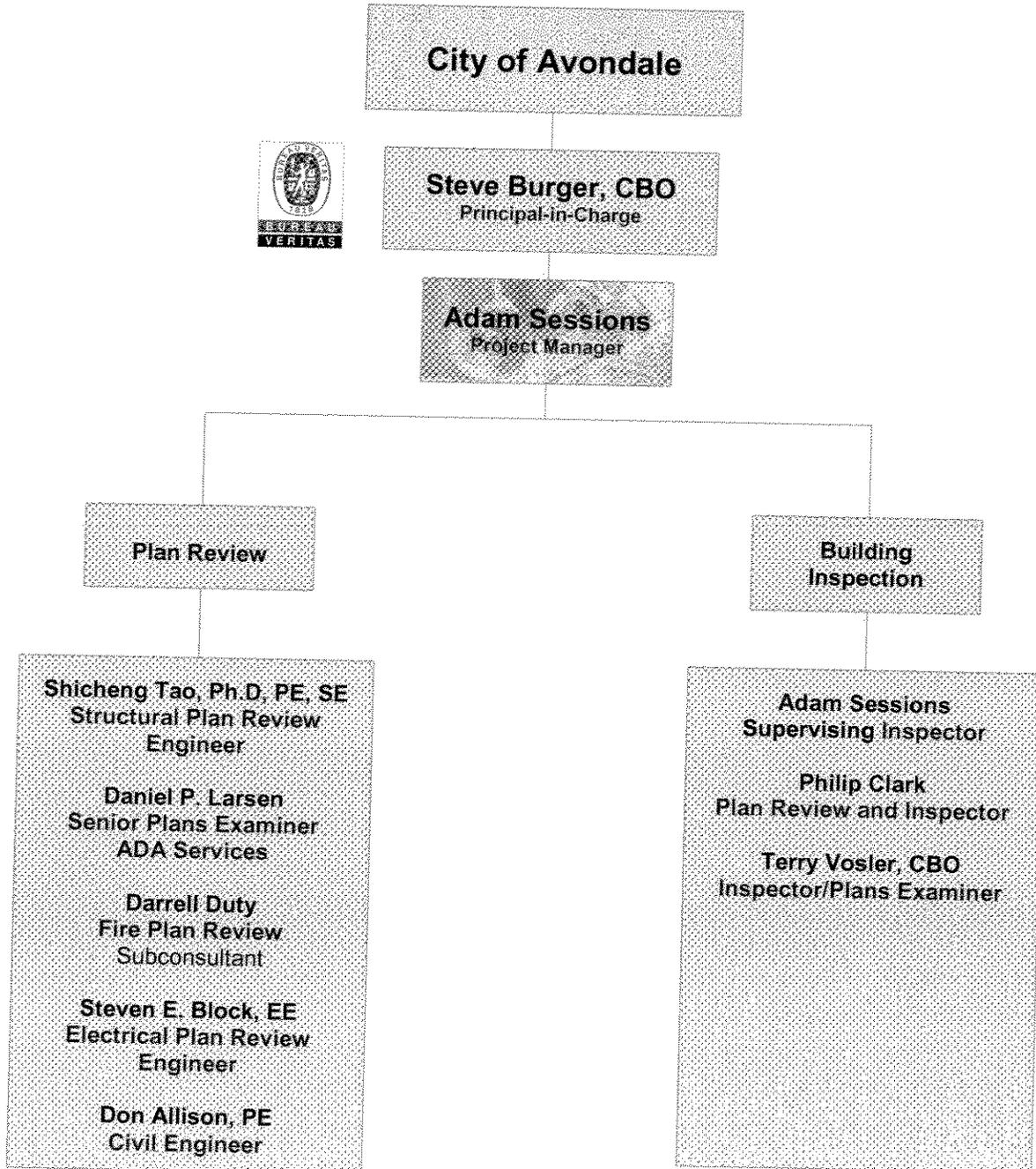
BUREAU
VERITAS

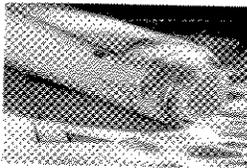


Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

A. ORGANIZATIONAL CHART





Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Steve Burger, CBO | Principal-in-charge

Education

AA, Architectural Technology
William Rainey Harper College

Numerous continuing educational courses re: code enforcement techniques and management procedures.

Has taught Permit Technician classes since 1998 in Arizona, Colorado, Texas, California, Missouri, Utah and Washington.

Licenses/Certifications

ICC Accessibility Inspector/Plans Examiner
ICC Building Inspector
ICC Building Plans Examiner
ICC Certified Building Code Official
ICC Certified Building Official
ICC Electrical Inspector
ICC Fire Inspector II
ICC Mechanical Inspector

Professional Affiliations

International Code Conference
International Association of Plumbing and Mechanical Inspectors
International Association of Electrical Inspectors
AZ Chapter of ICC (President 1999)
AZ Chapter of ICC Education Committee (Chairman 2001)
AZ Chapter of ICC Legislative Committee (2002-2007)
AZ Building Officials (Chairman 1999-2000)
AZ Building Officials Education Committee (Chairman 2001-2002)
Liaison to Maricopa County Permit Technician Committee (1998-2006)
ICC Permit Technician Certification Committee (Member: 1997-1999)
ICC Permit Technician Certification Committee Member (2003-2006)
ICBO Education Committee (Member: 1998-1999)
ICBO/ICC Legacy Code Committee (Member 1999-2006, Chair 2000-2003)
Regional Plan Review Program (Facilitator and Chairman 2001-2004, 2006)

Bureau Veritas North America, Inc.

Director of Code Compliance

Management and coordination of code consulting plan review, inspection and administration staff.

Current Comparable Contracts

Pinal County, AZ

- i. *Description of the Contract*
Plan Reviews of Commercial and Residential plans since 2004
- ii. *Employee's Role*
Steve Burger, CBO, is the Project Manager for this contract
- iii. *Contract Owner Reference Information*
Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449

Clark County, NV

- i. *Description of the Contract*
Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
- ii. *Employee's Role*
Steve Burger, CBO, is the Project Manager for this contract
- iii. *Contract Owner Reference Information*
Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020

Casa Grande, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Casa Grande
- ii. *Employee's Role*
Steve Burger, CBO, is the Project Manager for this contract
- iii. *Contract Owner Reference Information*
Brad Johnson, Building Official
bjohnson@ci.casa-grande.az.us
520.421.8630

Surprise, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Surprise
- ii. *Employee's Role*
Steve Burger, CBO, is the Project Manager for this contract
- iii. *Contract Owner Reference Information*
Forrest Fielder, Building Official
forrestf@surpriseaz.com
623.875.4314



**BUREAU
VERITAS**

Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

St. Johns, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review and Inspection services for the City of St. Johns
- ii. *Employee's Role*
Steve Burger, CBO, is the Project Manager for this contract
- iii. *Contract Owner Reference Information*
Audrey Holt, Planning and Zoning Director
aholt@sjaz.us
928.337.4517 ext. 230

Previous Experience

International Code Council

Senior Technical Staff

Responsibilities in Product Development included creating and updating technical documents, video scripts and code-related support references including authoring a Permit Technician Study Companion.

City of Goodyear

Chief Building Official

Responsibilities include direction and coordination of the Building Safety Division; preparation and administration of annual budget; coordination and adoption of building codes; plan review and occasional inspection of commercial and residential structures; meetings and correspondence as necessary; supervision and evaluation of twelve Building Safety employees.

City of Moline

Building Official

Responsibilities included direction and coordination of the Inspections, Housing and Health Divisions; preparation and administration of annual budget; preparation of administrative reports for City Council; coordination and adoption of building codes; plan review and occasional inspection of all types of new and existing structures including a newly constructed 11,000 seat civic center; meetings and correspondence as necessary; acted as Americans with Disabilities Act (A.D.A.) coordinator for City's facilities; supervision and evaluation of seven full-time employees.

DuPage County

Building Official

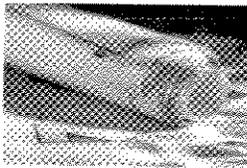
Responsibilities included direction and coordination of 15 full-time employees; complete preparation and administration of annual budget; preparation of annual and monthly reports for County Board; adoption of building codes; investigation and prosecution of building and zoning code violations; plan review and occasional inspection of commercial and residential structures; meetings and correspondence as necessary; evaluation of employee performance.

Plans Examiner

Responsibilities included review of residential and commercial plans for code compliance; supervision of Building Inspectors and support personnel. Also conducted field inspections when necessary to assist Inspectors, builders and homeowners.



**BUREAU
VERITAS**



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Adam Sessions | Senior Plans Examiner / Supervising Inspector

Mr. Sessions is well versed in construction procedures and jurisdictional process, and as such, is an asset to both groups. Whether he is providing plan review or building inspection service his understanding of the whole, allows him to facilitate the developmental process in an expedited manner. Additionally, Adam is constantly re-inventing his service, with a willingness to take on any new assignment that will assist the jurisdiction to achieve their goals.

Further, his involvement with instructing several seminars related to the construction industry, shows a genuine need to educate and improve the standards of this profession. It should also be noted that Adam is bilingual, and can speak and write fluent Spanish – which is often an asset in any construction related situation.

Bureau Veritas North America, Inc Lead Inspector

Adam was the Lead Inspector for Bureau Veritas contract for housing inspections with the Navajo Housing Authority. Adam currently supervises and manages our contracts in the Northern Arizona, and supervises the inspection and plan review staff in our Arizona Regional Office in Phoenix.

Current Comparable Contracts

Pinal County, AZ

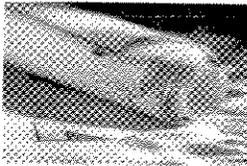
- i. *Description of the Contract*
Plan Reviews of Commercial and Residential plans since 2004
- ii. *Employee's Role*
Adam Sessions is the Senior Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449

Clark County, NV

- i. *Description of the Contract*
Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
- ii. *Employee's Role*
Adam Sessions is the Senior Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020



**BUREAU
VERITAS**



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Town of Buckeye, AZ

- i. *Description of the Contract*
Plan review of commercial and residential plans since 2004
- ii. *Employee's Role*
Adam Sessions is the Senior Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Phillip Marcotte, Building Official
pmarcotte@buckeyeaz.gov
623.349.6200

David Whittaker, Plan Review Manager
dwhittaker@buckeye.gov
623.349.6199

Previous Experience

Brown and Associates Inspector / Plans Examiner

Adam worked for Brown and Associates primarily as a building inspector and in-house plans examiner, with a long-term assignment for the City of Kingman, Arizona. He also spent time as an instructor at the AZBO Educational Institute.

Town of Eagar Chief Building Inspector

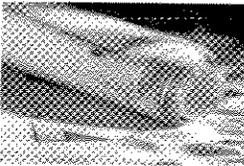
Chief Building Inspector for the Town, responsible for code compliance building inspections, review of plan submittals for compliance with building and zoning ordinances, department records maintenance, and preparation of staff reports for Planning and Zoning Commission or Town Council Meetings. Adam was influential in created and fostering methods to assist the public through the permitting process, including providing Spanish translation services. He acted as the unofficial Building Official for the Town, as he was responsible for code interpretations, Building Department budgets, maintaining staff training and education programs and manage the Town's safety program.

Town of Queen Creek Deputy Building Official

Hired as the Deputy Building Official, Mr. Sessions supervised five staff members and maintained all Community Developmental Department services related to building construction. While his primary duties were to assist with the preparation of budgets and reports, Mr. Sessions completed and supervised all plan review and inspection activities for the Town. Again, his emphasis was to facilitate the completion of building construction with applicants, through an emphasis on education of code requirements and providing bi-lingual information as needed.



AVONDALE
VERITAS



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Shicheng Tao, Ph.D, PE, SE | Structural Plan Review Engineer

Mr. Tao has over fifteen years experience in Structural Building Design, Engineering Project Management, and Structural Plans Review. He also has extensive experience in all construction types including concrete, masonry, steel, and wood, as well as a strong background in seismic/wind-resistant design of multi-story concrete and steel buildings. Mr. Tao is also well-versed in performing quality control, scheduling, budgeting, client relations, structural design and detailing for all kinds of commercial structures from retail to casinos.

Licenses/Certifications

ICC Building Plans Examiner

AZ Registered Structural Engineer #35232, Exp 09/09

Current Comparable Contracts

Clark County, NV

- i. *Description of the Contract*
Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
- ii. *Employee's Role*
Shicheng Tao is the Structural Plan Reviewer for this contract
- iii. *Contract Owner Reference Information*
Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020

Pinal County, AZ

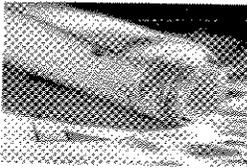
- i. *Description of the Contract*
Plan Reviews of Commercial and Residential plans since 2004
- ii. *Employee's Role*
Shicheng Tao provided structural plan review for J.O. Combs High School, located in Pinal County
- iii. *Contract Owner Reference Information*
Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449

Previous Experience

Selected Plan Review Projects

- Fashion Center Mall (2-Story 1,300,000 ft²).
- Robinson's May (2-Story 200,000 ft²).
- Sears Retail Store (2-Story 131,000 ft²).
- Nordstrom (2-Story 144,000 ft²).
- Harkins 20-plex Theaters (2-Story 86,000 ft²).
- The Great Indoors (132,000 ft²).
- Target Store (143,000 ft²).
- Charles Schwab Data Center (2-Story 315,000 ft²).
- San Tan Corporate Center Phase I & II (3-Story 365,000 ft²).
- AmeriCredit Customer Care Center (3-Story 157,000 ft²).
- Fairview Corporate Park (124,000 ft²).
- Women's Medical Center Southeast Valley (2-Story 105,000 ft²).





Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Daniel P. Larsen | Senior Plans Examiner

Daniel Larsen has over 25 years of experience in performing structural plan reviews for commercial, residential, and industrial projects. He has also extensive experience in building inspection and the construction trades.

Education

AS, Engineering/Math
Sacramento City College

Certifications

ICC Accessibility Inspector/Plans Examiner
ICC Building Inspector
ICC Building Inspector UBC
ICC Building Plans Examiner
ICC Building Plans Examiner UBC

Professional Affiliations

International Conference of Building Officials

Sacramento Valley Association of Building Officials ICC, Past President

Sacramento Valley Association of Building Officials
Chairman, Code Review & Development Committee,

Professional Member of the California Building Officials Association

Chairman, CALBO Accessibility Compliance Committee,

CALBO Publications Committee

CALBO, Code Review Committee

Teaching Experience:
Instructor, Cosumnes River College Careers and Technology Division

CTI Instructor for CALBO on Disabled Access

Developed ICC ADAAG and ABSI access training to jurisdictions of UTAH

Selected Experience

Bureau Veritas Sacramento, CA

Performing fire and life safety and disabled access plan reviews of commercial and industrial projects in addition to complete plan reviews of residential dwellings.

Current Comparable Contracts

City of West Sacramento, CA

- i. *Description of the Contract*
Commercial Plan Review for a 3500-seat amphitheater expansion, 15-story high rise building, and two hotels consisting of four stories each
- ii. *Employee's Role*
Dan Larsen is the lead Plans Examiner for the fire and life safety review, exiting and disabled access
- iii. *Contract Owner Reference Information*
Bhu Patel, Building Official
916.617.4683

City of Rancho Cordova, CA

- i. *Description of the Contract*
Commercial Plan Review for multi-level office buildings, shell buildings, shopping facilities, and warehouses
- ii. *Employee's Role*
Dan Larsen is the lead Plans Examiner for the fire and life safety review, exiting and disabled access
- iii. *Contract Owner Reference Information*
Thomas Trimberger, Building Official
916.851.8761

Small Business Owner - DANIEL P. LARSEN

ADA / T-24 Code Consulting and Inspection Services

Provided ADA and California T-24 Accessibility surveys to local Architectural firms and business owners to comply with Federal ADA access regulations. The majority of the surveys provided have been to various State of California agencies that occupy privately owned buildings within the Cities and Counties of California.

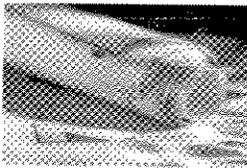
Instructor

Cosumnes River College

Duties include developing the class material for the Introduction to the Uniform Building Code and providing part time instruction for California Disabled Access for the Careers and Technology Program at the College.



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Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Sacramento County

Sacramento, CA

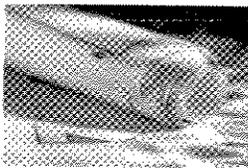
Supervising Structural Inspector- Plan Review and Field Inspections- Under the direction of the Chief Building Official, supervises Commercial and Residential Plan Review, the plan submittal process, and provides plan check service for interior alterations, additions, and tenant improvements for single and multiple family residences and commercial properties. Duties include the training of our plan review staff and field inspectors on Sacramento County policies, plan check procedures, disabled access regulations, historical buildings and the Uniform Codes

Carpenters Local # 586

Journeyman Carpenter- Carpenter Superintendent

Duties as a carpenter/ carpenter superintendent were to construct commercial and residential structures in accordance with the approved plans and specifications. Responsibilities also included working closely with Architects, Engineers, Contractors and the local Building Inspection Division to insure that the projects under construction were done in a timely manner and complied with the local Building Departments and State Jurisdictions.





Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Education

Master of Science -
Fire Safety Management
Bachelor of Science -
Fire Safety Management

Certifications

ICMA Managing Fire Services
AFAA Intermediate Fire Alarm
ICC Fire Inspector II
ICC Fire Plans Examiner
ICC Residential Building
Inspector
ICC Uniform Fire Code Inspector

National Fire Academy

Performance Based Fire Safe
Building Design
Plans Review for Inspectors
Principals of Fire Protection:
Structures and Systems
Leadership III
Firefighter Safety and Survival
Tactical Operations for
Company Officers II
Commanding the Initial
Response
Preparing for Incident
Command Fire Service
Leadership and
Communications, L.D.S.D.C.
Use of Microcomputers For
Fire Service Management
The Community and Fire
Threat
Health And Safety Officer

State of Arizona

Hazardous Materials 1st
Responder
Confined Space Rescue
Fire Inspection Principals and
Practices
Fire Inspector I

National Emergency

Training Center-

Emergency Management Institute

Emergency Management USA
Emergency Program Manager
Radiological Emergency
Management Hazardous
Materials-A Citizen's
Orientation Basic Incident
Command
Role of Volunteer Agencies
Emergency Operations Center
Management and Operations

Darrell W. Duty | Subcontractor – Fire Plans Examiner

With more than 30 years of experience in the fire protection, building construction and safety fields, Mr. Duty provides plan review services for fire protection systems, construction plans/specifications for compliance with applicable fire, building and life safety codes. He also provides inspection services for property owners, governmental agencies and insurance providers as a third party inspector for fire code, building code, life safety code and OSHA compliance, residential projects, and supervising plans examiners.

Current Comparable Contracts

Casa Grande, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Casa Grande
- ii. *Employee's Role*
Darrell Duty is the Fire Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Brad Johnson, Building Official
bjohnson@ci.casa-grande.az.us
520.421.8630

Surprise, AZ

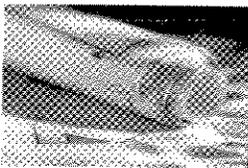
- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Surprise
- ii. *Employee's Role*
Darrell Duty is the Fire Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Forrest Fielder, Building Official
forrestf@surpriseaz.com
623.875.4314

St. Johns, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review and Inspection services for the City of St. Johns
- ii. *Employee's Role*
Darrell Duty is the Fire Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Audrey Holt, Planning and Zoning Director
aholt@sjaz.us
928.337.4517 ext. 230



**BUREAU
VERITAS**



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Previous Experience

Fire & Life Safety Consultant

Chandler, Arizona

Mr. Duty provided services advising business and property owners, contractors, developers, engineers and architects of the current code requirements relating to fire and life safety issues, and acted as an intermediary in dealing with the Authority Having Jurisdiction resolving issues or determining interpretations of code requirements. He also provided plan review services for fire protection systems, construction plans/specifications for compliance with applicable fire, building and life safety codes, and reviewed services provided for architects, engineers, contractors and governmental agencies. As Consultant, Mr. Duty provided inspection services for property owners, governmental agencies, and insurance providers as a third party inspector for fire code, building code, life safety code and OSHA compliance, and performed fire and life safety systems operations testing and verifications according to the appropriate code or applicable nationally recognized standard. Mr. Duty also provided evaluations of fire department operations, emergency response plan development and operations, safety plan review and development, hazardous material handling and storage plan review or development, hazardous materials incident analysis.

Adjunct Instructor

National Fire Academy, Emmitsburg, Maryland

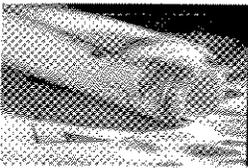
As Instructor, Mr. Duty taught Fire Prevention Technical Curriculum to students attending resident programs. (Evaluating Performance Based Designs, Fire Prot. Principles: Structures & Systems, Fire Inspection Principles, Plans Review for Inspectors)

Senior Plans Examiner (Fire)

Town of Gilbert, Arizona

As Senior Fire Plans Examiner, reviewed construction plans and shop drawings for code compliance, answered questions and provided assistance to the public, developers, architects, engineers, contractors and fire department personnel, and wrote amendments to the fire code for adoption by Town Council. He also wrote and developed policies for the Fire Marshal and his staff relating to the technical interpretations of fire code issues and represented the Town Fire Department at meetings with architects, engineers, business owners, developers and citizens.





Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Steven E. Block, EE | Electrical Engineer

Steven Block has over 15 years of experience in electrical engineering. His expertise includes plan review and field inspection for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS). Projects reviewed include commercial power plants, wastewater treatment plants, cement plants, industrial and commercial buildings, parking structures, hotels and municipal utilities. He also performed plan review and field inspection of power plants for code compliance. He designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Education

BS, Electrical Engineering

BS, Physics California State University, Northridge, 1989

Licenses/Certifications

CA Registered Electrical Engineer # 014716, exp 6/09

NV Registered Electrical Engineer # 12080, exp 12/08

AZ Registered Electrical Engineer # 30474, exp 9/08

HI Registered Electrical Engineer #11776, exp 4/08

ICC Electrical Plans Examiner

Professional Affiliations

National Society of Professional Engineers

Bureau Veritas North America, Inc. Pleasanton, CA

Plan review engineer

Current Comparable Contracts

Ala Wai Gardens Apartments

- i. *Description of the Contract*
Plan Reviews of a 6-story apartment building and parking complex
- ii. *Employee's Role*
Steven Block is Lead Electrical Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Bennett Bolek, Vice President
808.536.6701

Pearl City Gateway Shopping Center

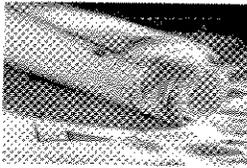
- i. *Description of the Contract*
Plan reviews of a 93,625 SF shopping center complex
- ii. *Employee's Role*
Steven Block is Lead Electrical Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Ira Levin, Vice President
310.657.8420

Craigside Retirement Residence

- i. *Description of the Contract*
Plan Reviews of a 12-story apartment building and parking complex
- ii. *Employee's Role*
Steven Block is Lead Electrical Plans Examiner for this contract
- iii. *Contract Owner Reference Information*
Emmet White, CEO
808.941.0941



BUREAU VERITAS



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Previous Experience

BJY Inc.

Plan review engineer; providing review of electrical systems such as power, lighting, communications and fire protection for code compliance.

California Department of Transportation

Electrical engineer in charge of design, plan review of electrical systems for large and complex facilities. Duties included, writing specifications, estimating and providing construction inspection for pumping stations, movable bridges, maintenance stations and sewage lift stations.

United States Air Force

Electronics engineer; performing electrical system design, contract monitoring and inspection, wrote test reports and procedures.

Government / Civic

**Waterfront Entertainment Center Complex – Covered Arena, Ballpark,
Parking Structures
Stockton, CA**

Commercial, Residential, and Light Industrial Facilities

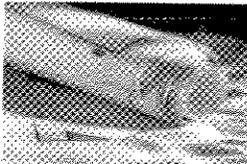
**John Jones Water Treatment Plant
Tracy, CA**

Hamptons Village Subdivision

Sacramento, CA



**BUREAU
VERITAS**



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Phillip Clark | Plans Examiner / Inspector

Education

Construction Management
Coconino Community
College, Flagstaff

Liberal Arts
Navajo Community College,
Tsaile

Licenses/Certifications

ICC Building Plans Examiner

ICC Commercial Mechanical
Inspector

Mr. Phillip Clark has spent the past 10 years in building construction, with a variety of residential, light commercial and structural systems. He is an ICC Certified Plans Examiner, Building, Plumbing, Mechanical and Electrical Inspector, and currently applies his experiences as a building inspector and plans examiner.

Bureau Veritas North America, Inc.

City of Goodyear

Phillip was responsible for inspections to ensure compliance with the International Residential Code.

City of Window Rock

Phillip was responsible for inspections to ensure compliance with the minimum International Residential Code for the Navajo Housing Authority. Also provides plan reviews for projects at Northern Arizona jurisdictions surrounding the Navajo reservation.

Current Comparable Contracts

Pinal County, AZ

- i. *Description of the Contract*
Plan Reviews of Commercial and Residential plans since 2004
- ii. *Employee's Role*
Phillip Clark provided residential and commercial plan reviews for this contract
- iii. *Contract Owner Reference Information*
Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449

Clark County, NV

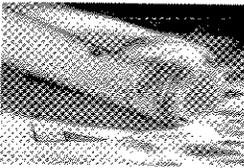
- i. *Description of the Contract*
Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
- ii. *Employee's Role*
Phillip Clark provided residential and commercial plan reviews for this contract
- iii. *Contract Owner Reference Information*
Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020

Casa Grande, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Casa Grande
- ii. *Employee's Role*
Phillip Clark provided residential and commercial plan reviews for this contract
- iii. *Contract Owner Reference Information*
Brad Johnson, Building Official
bjohnson@ci.casa-grande.az.us
520.421.8630



BUREAU
VERITAS



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Surprise, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review services for the City of Surprise
- ii. *Employee's Role*
Phillip Clark provided residential and commercial plan reviews for this contract
- iii. *Contract Owner Reference Information*
Forrest Fielder, Building Official
forrestf@surpriseaz.com
623.875.4314

St. Johns, AZ

- i. *Description of the Contract*
Bureau Veritas provides Plan Review and Inspection services for the City of St. Johns
- ii. *Employee's Role*
Phillip Clark provided residential and commercial plan reviews for this contract
- iii. *Contract Owner Reference Information*
Audrey Holt, Planning and Zoning Director
aholt@sjaz.us
928.337.4517 ext. 230

Previous Experience

Twilight Dawn

Lead Carpenter

Mr. Clark worked as the lead carpenter for projects, and was in charge of supervising five carpenters. He also evaluated building plans as well as estimated construction costs.

Navajo Housing Authority

Lead Carpenter

In his capacity as a lead carpenter for the Navajo Housing Authority, Phillip successfully completed construction of sixty single-family dwellings. He was responsible for tasks that ranged from foundation through final trim and finish. In addition to these duties, he worked on several home rehabilitation projects.

Dollar Construction

Carpenter

Worked as a carpenter, and later as lead carpenter for Dollar Construction. In this role he worked collectively with the Building Inspector and was responsible for observation and assessment of code violation, and remediation of these problems.



BUREAU
VERITAS

Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Certifications

ICC Building Inspector
ICC Building Plans
Examiner
ICC Certified Building
Official
ICC Plumbing Inspector
ICC Residential
Combination Inspector

Terry Vosler, CBO | Inspector/Plans Examiner

Mr. Vosler has over fifteen years of experience in the building inspection industry. He is an ICC Certified Building Official and also holds ICC certifications as Building Inspector, Plans Examiner, Combination Dwelling Inspector, and Plumbing Inspector. Mr. Vosler also has over 11 years' experience working as a Building Official and managing the building department and its staff.

Bureau Veritas

Mr. Vosler has been with Bureau Veritas since October 2007 and has performed on-site plan reviews for the Venetian Resort and Casino's in-facility review program developed by Clark County, NV to expedite plan review and permit issuance for this massive project. He has also performed in-house plan reviews for the Clark County Building Safety Department.

Current Comparable Contracts

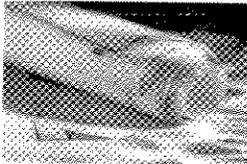
Clark County, NV

- i. *Description of the Contract*
Plan reviews of commercial and residential plans since 2004, including 'in-facility' reviews of the Venetian Resort and Casino
- ii. *Employee's Role*
Terry Vosler, CBO, is the primary Combination Plan Reviewer for this contract
- iii. *Contract Owner Reference Information*
Neil Burning, Manager of Plan Review
nburning@co.clark.nv.us
702.455.8020

Alliance Residential Company

- i. *Description of the Contract*
Bureau Veritas is performing inspections on multifamily housing complexes for Alliance Residential Company
- ii. *Employee's Role*
Terry Vosler, CBO, provided inspections for the Mountain View Project and Sonata, multifamily residential communities consisting of fifteen 3-story buildings on each site
- iii. *Contract Owner Reference Information*
Brian Chapin, Project Manager
702.798.8955





Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Previous Experience

City of Bellevue

Combination Building Inspector

Mr. Vosler performed building inspections on new construction, alterations and additions of work under construction on residential, commercial and industrial structures, as well as interpreted and explained code requirements to the public, contractors, designers and engineers. His primary inspection responsibilities were on three major commercial projects: Bellevue Towers, consisting of two residential condominium towers of 42 and 43 stories constructed over three levels over below grade parking structures; Ashwood Commons II, consisting of a 23 story condominium tower connected to a thirteen story residential "low rise" by an atrium with three levels of below grade parking; and a seven-story hotel.

Town of Oro Valley

Building Official

With the Town of Oro Valley, Mr. Vosler managed Building Department operations and a staff of 15 personnel, establishing Division policies and performing plan reviews, preparing budget and enforcing building and zoning ordinances. He also had the opportunity to interpret and explain code requirements to the public, contractors, designers and engineers as well as perform building inspections on new construction, alterations and additions of work under construction on residential, commercial and industrial structures.

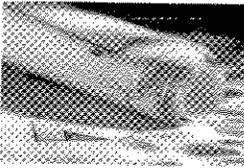
Town of Telluride

Building Official

As Building Official, Mr. Vosler managed Building Department operations and personnel, performed plan reviews of complex structures, and prepared budget and enforce building and zoning ordinances. He also interpreted and explained code requirements to the public, contractors, designers and engineers, and performed building inspections on new construction, alterations and additions of work under construction on residential, commercial and industrial structures



VERITAS



Key Personnel Experience

City of Avondale | Plan Review & Inspection Services

Don Allison, PE | Civil Engineer

Education

MBA – Business Administration
Cal-State Los Angeles

BS – Civil Engineering
University of Oregon

Licenses/Certifications

Registered Professional Engineer,
Civil Engineering
Arizona, #29920

Registered Professional Engineer,
Civil Engineering
California, #19466

Registered Professional Engineer,
Civil Engineering
Nevada, #6109

Radiation Safety Officer

Professional Affiliations

American Public Works Association
(APWA)

- State Historian

American Consulting Engineers
Council (ACEC)

- Awareness Subcommittee
Chairperson

Construction Management
Association of America (CMAA)

Floodplain Management Association
(FMA)

Don has over 38 years of civil engineering experience with specific expertise in drainage facility and flood control design, hydrology/ hydraulics, and Special Improvement District formation. He has extensive experience throughout Nevada, having managed and supervised civil engineering and/or public works projects in the state for 15 years. He is also extremely familiar with State of Arizona standards, procedures, and processes, having designed a project for the State of Arizona.

Project Experience

Current Comparable Contracts

Pinal County, AZ

- i. *Description of the Contract*
Plan Reviews of Commercial and Residential plans since 2004
- ii. *Employee's Role*
Don Allison provided Civil and Drainage Plan Review for Pinal County
- iii. *Contract Owner Reference Information*
Steve Brown, Building Official
steve.brown@co.pinal.az.us
520.866.6449

St. Johns, AZ

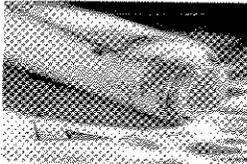
- i. *Description of the Contract*
Bureau Veritas provides Plan Review and Inspection services for the City of St. Johns
- ii. *Employee's Role*
Don Allison provided Civil Plan Review for St. Johns
- iii. *Contract Owner Reference Information*
Audrey Holt, Planning and Zoning Director
aholt@sjaz.us
928.337.4517 ext. 230

Previous Experience

Civil and Drainage Plan Review - Pinal County Department of Public Works, Pinal County, AZ. Project Manager providing final plan review after plans are reviewed by team of expert reviewers. Working with Pinal County Department of Public Works to address their backlog of civil plan reviews, Don assures all plan reviewers strictly adhere to Pinal County Plan Review Standards as provided by Pinal County Department of Public Works. Occasionally meet with Pinal County Department of Public Works to address any client needs. Our project team has successfully managed a two week turn-around time on civil plan reviews although we have an allotted a four week turn-around time.



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Key Personnel Experience

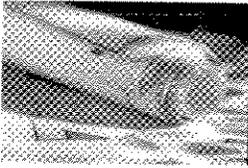
City of Avondale | Plan Review & Inspection Services

Civil and Drainage Plan Review – Nye County Public Works, Pahrump NV. Project Manager serves as Expert Reviewer of technical drainage study reviews and improvement plans. This includes the provision of comments notating recommendations, approval or rejection of the plans due to their adherence to Nye County's criteria on hydrology and improvement facility standards. Coordinated collaboration with neighboring Clark County to create Drainage and Plan Review Guidelines; and adopted Design Manual from Clark County Regional Flood Control District to develop Nye County Drainage Parameters. Bureau Veritas provides a guaranteed two-week turn around time for all plan reviews, which has been fulfilled for all plan reviews that has been returned.

Civil and Drainage Plan Review, City of Las Vegas, NV. Project Manager/Expert Reviewer for the review of over 900 technical drainage studies for the past 13 years for conformance with Nevada drainage law, Clark County Regional Drainage Manual and City standards. Reviewed results as compared to expected results given the drainage basin location, size, configuration and land use. Reviewed conveyance method on drawings and HEC-1 input. Submitted review comments to the City for all reviews. Trained Project Engineer in the review of 250 technical drainage studies, and checked his reviews and comments looking for fatal flaws in the hydrology and grading of each site. **Reduced the City's eight week backlog on civil plan review to two weeks within a six-month timeframe.** Assisted the City in streamlining the plan review process by preparing a review checklist which was applied to every subsequent review and fostered standardized comments.



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Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

A. PROJECT SUMMARY

Bureau Veritas understands that the City of Avondale’s Development Services Department would like to use as-needed contractual services for the following:

- Conduct comprehensive and accurate plan reviews within 5 – 10 business days. Bureau Veritas is to work with the design and construction teams to address code deficiencies, and ultimately stamp the final documents to indicate the plans are approved for release, pending the city’s approval.
- Attend pre-submittal meetings and provide a minimum of 1 preliminary assessment for proposed projects.
- Occasionally attend partnering meetings with the city staff and representatives of the projects.
- Supplement the city’s building inspection staff with multi-disciplined inspections during short-staffed periods.
- Specialized inspections upon request for specific projects
- Expedite plan reviews upon request
- Third-party plan review services directly for the permit applicant
- Third-party inspection services on behalf of the city
- Code consulting to the Building Safety staff upon request

B. FIRM'S APPROACH

Approach to Plan Review Services

Bureau Veritas employs proven processes, tools, and techniques to accomplish key development goals:

The plan review process we follow is shown in the following flowchart (Figure 1) and is managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. The specific roles of each of our CARE elements are as follows:

Coordinator: Our clerical staff will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status.

Analyst: Our analysts will review submittals to ensure all required documents are received for each project; maintain files; monitor due dates; generate status tracking reports; and coordinate invoicing. Our analysts also maximize and “right place” staff resources to meet turnaround times in a quality manner.

Reviewer: Our plan check-experienced reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with clerical staff; attend review meetings; and communicate questions/solutions to project stakeholders.

Expert: Our experts (registered architects, engineers, and ICC-certified plans examiners) provide quality review of the applicable plans and reports in accordance with all accepted engineering and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; oversee billing edits and invoice accuracy/ completeness; and communicate questions/solutions to project stakeholders.



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Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

Our experts will provide the design team and/or permit applicant with a list of those items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A copy of this list will also be provided to the City.

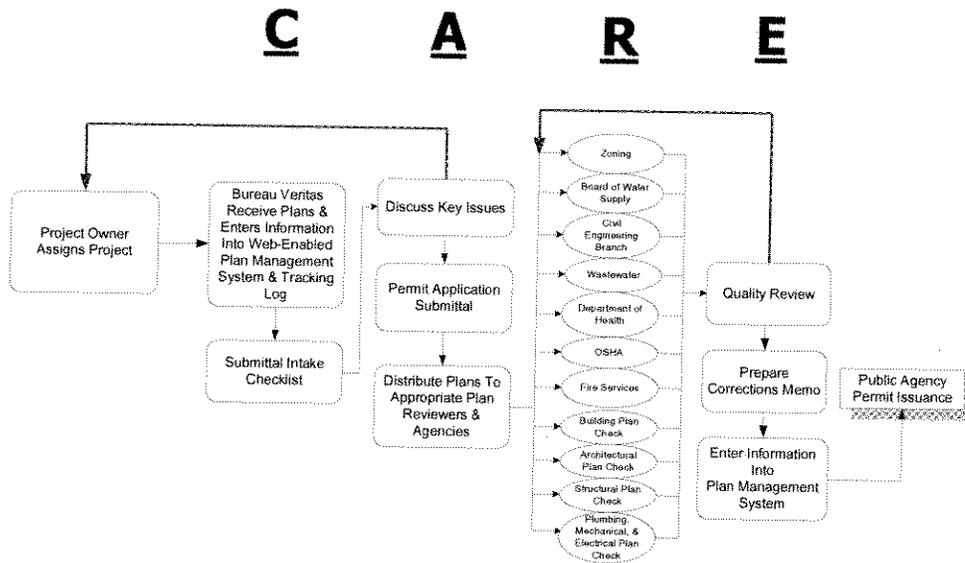
The client will receive a copy of each correction list, as well as a cover letter containing the following:

- The address, City permit number, description, use, and type of construction
- A list of all plans and documents reviewed and their date

Once the final plan review is completed and ready for approval, Bureau Veritas will stamp the plans and supporting documents and return them to the City along with our letter of completion.

The quality of our staff provides you with a proven extension to your staff that binds the varying interests of your operations, the agency, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.

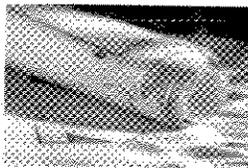
Using our CARE Program and keeping your needs in mind, we have chosen a team that brings the development review and processing expertise, and proven best practices to deliver quality reviews and responsive service.



C = Coordinator
A = Analyst
R = Reviewer
E = Expert

Figure 1: Plan Review Process





Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

Automation

Bureau Veritas also offers an innovative submittal tracking system: BVNet, a web based tool accessible by our clients, partners and employees. BVNet delivers online reports, certificates, photos, drawings and other project/contract data to our clients, and it is a secure place to view global project status. This optional system would be available to the City at no additional cost.

One of the many benefits of BVnet is the improvement of project management procedures and the enhancement of communications between our building safety professionals and the Client's staff. By allowing a better coordination of plan review activities (schedules, procedures, reports), it simplifies administrative processes, eliminates non-productive tasks (phone, fax, email ...), reduces paper, and streamlines communication between contract participants.

Meetings and Communications

Because of our local presence, literally 5 minutes away, Bureau Veritas' plan review team is available to the City staff upon a moment's notice, to conference in or attend meetings at the City's offices.

Transportation of Plans

Since the Avondale City Hall is very close to our office, personal pick-up and drop off will be used. This method of transportation will be especially essential in the case of expediting reviews.

Turnaround Times

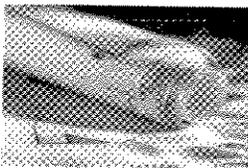
We will work as an extension to the City's staff and will strive to provide a quality product while meeting or exceeding the scheduled turnaround times. Our staff will consult with the City's staff and/or the Building Official to discuss any gray areas of the code or alternate means.

Below are examples of our turnaround times, but would like to assure you that we are used to tight turnaround times and can accommodate your schedule.

TYPE OF PLAN	NUMBER OF DAYS	
	INITIAL REVIEW (WORKDAYS)	RECHECK (WORKDAYS)
❖ Medium and Small Projects (Residential, Commercial, and Industrial)	7 or Less	5 or Less
❖ Complex or Large Projects	10 or Less	5 or Less
❖ Expedited Plan Review	5	3



BUREAU VERITAS



Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

Approach to Inspection Services

Bureau Veritas can provide field inspection for the City's projects for compliance with Codes as amended by and as designated by the City.

The Bureau Veritas inspection team includes staff with multiple certifications to assure compliance with all requirements mandated by the state and local ordinances. All of our professionals selected for this proposal are ICC certified and, in addition, have access to multiple resources in our various offices to cover any situation that arises.

All of Bureau Veritas assigned staff for these projects will report directly to the Chief Building Official and/or designee.

Our typical response time for on-call inspection services is 24 hours, once the City contacts us. This should be ample time to setup a project inspection schedule.

Task 1 – Project Tracking Setup

Bureau Veritas will meet with City staff to determine required procedures for each project. We will generate a template using BVNet or any other selected method for tracking and coordinating inspections, from the City's checklist that will dictate what inspections are to occur on each project.

After the template has been approved by the City, Bureau Veritas will provide users authorized by the City with a login and password for 24 hour, 7 days a week access to detailed information regarding the City's projects (if BVNet is used).

For other alternate tracking methods, Bureau Veritas will provide the forms, as approved by the City, and will have available a customer service department to coordinate activities and ensure efficient and exceptional service. Our staff members can be contacted via phone, fax, and e-mail, Monday through Friday, 7:30 AM to 5:00 PM.

The City will provide Bureau Veritas with the project information (address, type, the City's project number, etc.) to be entered into BVNet, and/or our tracking and coordinating system.

Task 2 – Inspection Services Request

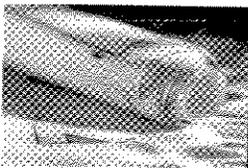
The City designated Project Manager will call, email, or fax the inspection request to Bureau Veritas.

The request will immediately be entered into BVNet and/or the inspection tracking system. The inspector will download a report with the project information, including when the request was made.

Scope of Services	Task	Deliverable	Turnaround Time
Field Inspection Services	Standard Field Inspections (Compliance with Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended and designated by the City)	Perform inspection, and submit pertinent reports to the City	1 business days notice prior to inspection
Field Inspection Services	Special Field Inspections (Same-day request, life-safety concerns)	Perform inspection, and submit pertinent reports to the City	Same day of notice



BUREAU VERITAS



Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

Task 3 – Perform Inspections

Bureau Veritas will provide the requested inspections within the required time frame. To facilitate an efficient construction schedule, the Bureau Veritas inspector will provide a copy of the inspection results with detailed correction items, if applicable, prior to leaving the job site. During the inspection, the inspector will write detailed correction items on a 3-part inspection ticket. One copy will be left on the jobsite with the project manager, one copy will be forwarded to the City, and the third copy will be maintained in the Bureau Veritas office. If the City has required inspection forms, these will be used instead.

In addition to the inspector leaving his business card for complete contact information, he will also write his cell phone number on the inspection ticket. This will provide the project manager with a way to contact the inspector anytime during normal business hours.

Task 4 – Prepare Inspection Reports

A report will be generated from the tracking system that will provide the City and the project manager with the details of the inspection.

All inspection requests will be logged into BVNet (if used). At any time, the City can run a report that will provide the requested response time log including the project name, location, City assigned project number as well as the date and time of the initial request and the date and time that the inspection is carried out. The City may elect to automatically receive the report via email on a daily, weekly, or monthly basis.

Our web based project tracking system offers comprehensive features to easily record, process, track, and report all phases of the inspection process. Access to the tracking system can be provided to the designated City staff at no additional cost.

Quality Assurance Practices

Maintaining high-quality service is the bottom line that makes Bureau Veritas successful. We do not sacrifice quality to improve the economics of our contracts. Bureau Veritas has the depth and experience in municipal building and fire plan review that is unmatched. We have a qualified and seasoned core group of certified plans examiners, registered engineers, and nearly a dozen former building officials on staff that possess, collectively, over a century of experience at your immediate disposal. We can say with great confidence that Bureau Veritas can supply immediate assistance and added value to any project, proposed development or outside-the-box idea when requested.

BV Internal Quality Assurance Procedures

1.1 Monitoring of Processes: A manager conducts quarterly monitoring of processes to assess whether the requirements are met. Whenever the plan result is not achieved, a corrective action is implemented.

1.2 Monitoring of Services: Each manager establishes the appropriate stage of the process in which a monitoring or quality control will be implemented.

1.2.1 Supervision of personnel: As a method to monitor the execution of a project or service, a supervisor or designated person witnesses the performance of an employee to assess the proper requirements of the job or contract are fulfilled. Each employee is supervised at least three (3) times during the first year of service, and after the third year of continuous employment. In the case of finding discrepancies, a corrective action is implemented.



**BUREAU
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Project Understanding and Approach

City of Avondale | Plan Review & Inspection Services

1.2.2 Control of report or files: Each manager defines the number of reports or files to be checked. Control of reports or files assesses: Conformity with applicable instructions; rules and/or procedures; conformity with applicable requirements, standards or regulations; and accessibility and traceability of information related to the contract performance.

1.3 Monitoring Planning: The manager establishes his/her own stages of monitoring as well as the list of employees being monitored during the current period.

1.4 Reports: Results of monitoring activities are reported clearly, accurately, unambiguously, concisely and objectively. The reported details are traceable to the specific project and include any information requested by the client as necessary to interpret the results. Observations and data obtained in the course of the monitoring are recorded in a timely manner to prevent loss of information.

BV External Quality Assurance Practices

North America Management System (NAMS) is a means to obtain Bureau Veritas' objectives of quality excellence as prescribed by the Bureau Veritas business model. In order to achieve our goals, BVNA has implemented processes and procedures intended for application at all levels of the organization.

The management system has been implemented and maintained with the aim of satisfying our customer's needs and expectations. In order for NAMS to be effective, the policies and procedures are implemented, continuously monitored and up-dated.

Figure 2 provides a diagram showing how Bureau Veritas maintains the effectiveness of the management system. The customer feedback is provided through a variety of avenues. Examples include the use of a satisfaction survey or face-to-face / on-site communication. Once the customer feedback has been received, the management team then analyzes, measures, and implements the improvements required for quality excellence. The cycle continues until the customer's needs and expectations have been satisfied.

Bureau Veritas also utilizes the CARSys Issues Tracking program. CARSys is a NAMS improvement tool, which provides a closed-loop process for the management of customer and internal concerns and corrective/preventative actions that result from the concerns or issues. With the flexibility of CARSys, Bureau Veritas is able to Identify, Act, Implement, and Verify issues.

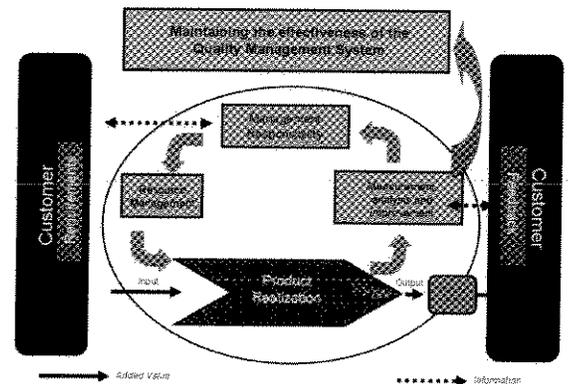


Figure 2: Quality Management System



SECTION A

VII. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Bureau Veritas North America, Inc.
FIRM SUBMITTING PROPOSAL

06-1689244
FEDERAL TAX ID NUMBER

Steve Burger, Division Director
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

1481 N Eliseo C Felix Jr. Way #230
ADDRESS

623.932.9951 623.932.9952
TELEPHONE FAX #

Avondale AZ 85323
CITY STATE ZIP

August 14, 2008
DATE

WEB SITE: www.bvbuildingsafety.com

EMAIL ADDRESS: steve.burger@us.bureauveritas.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

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

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

PRICING

Standard Review fee:

\$ 75% per review of the plan review fees as calculated by the City and/or Building Official. Fees will be based on the most recent fee schedule adopted by the City including future adoptions.

\$ 100 per hour per commercial project; \$85 per hour per residential project. Hourly rates are for third and subsequent plan reviews or revisions.

Extraordinary Review fee:

\$ 150% per review of the plan review fees as calculated by the City and/or Building Official. Fees will be based on the most recent fee schedule adopted by the City including future adoptions.

\$ 200 per hour per commercial project; \$170 per hour per residential project. Hourly rates are for third and subsequent plan reviews or revisions.

Additional Fees (please explain):

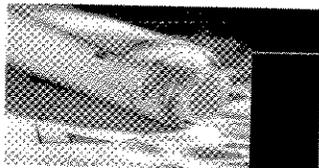
Please see the attached Fee Schedule for a comprehensive list of our fees.



August 14, 2008

Steve Burger, CBO
Division Director

Bureau Veritas North America, Inc.



Fee Schedule

City of Avondale | Plan Review & Inspection Services

Building Plan Review Fee

Fees for comprehensive plan reviews, performed at Consultant offices, will be equal to seventy-five percent (75%) of the plan review fees as calculated by the City and/or Building Official. Fees will be based on the most recent fee schedule adopted by the City including future adoptions.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to/from the City.
- First, second plan reviews necessary, to approve projects
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects when Consultant will be doing the full plan review.

Partial Plan Reviews

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the City. Special project fees (e.g., plumbing / mechanical / electrical-only) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties. Third party plan reviews will be readily accommodated when requested by City.

Other Potential Fee Types for Building Departments

For projects where percentage fees are not applicable, third and subsequent plan reviews or revisions, or for plan review projects requiring services far exceeding the normal expectations, the hourly rate listed in Consultant's Schedule of Rates will be used.

Inspection Fees

On-site field inspection related support services are performed on an hourly fee basis as listed in the Schedule of Rates or can be computed as a flat percentage of the permit fee to cover needed inspections for large and/or continual projects. Overtime hours are assessed at an additional fifty percent (50%) of the hourly rate. When requested by the City, Consultant will provide transportation for inspection services per current IRS rate per mile within the City. Third inspections will be readily accommodated when requested by City.



Fee Schedule

City of Avondale | Plan Review & Inspection Services

SCHEDULE OF RATES

Personnel Charges – Plan Review and Inspection Services

<u>Personnel Description</u>	<u>Hourly Billing Rate</u>
Principal	\$150
Project Manager	\$120
Supervising Plan Review Engineer/Associate	\$125
Plan Review Engineer/Architect	\$115
Senior Plans Examiner (Commercial)	\$100
Plans Examiner (Residential)	\$85
Permit Technician	\$65
Code Enforcement Officer	\$75
Clerical Support	\$50
Civil Engineering Review	Negotiable on a project by project basis
Supervising Inspector	\$110
Senior Inspector (Commercial)	\$95
Building Inspector (Residential)	\$85
Civil Inspector	Negotiable on a project by project basis
Travel and Mileage (for client requested meetings)	T & M*
Overtime Services	50% of Above Rates Shown

Note: A minimum fee of \$300 for plan review services will be charged, our fees include the initial review plus two rechecks.

These rates are effective from July 1, 2008 through June 30, 2009. Overtime will be charged at 150% of the standard hourly rates. No overtime will be charged without prior authorization by client.

Reimbursable Expenses (When Authorized by City)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (other than in-city inspections)	(Per current IRS rate)
Domestic Travel Per Diem	(\$55/day plus lodging)
Outside Consultants	(at cost plus 15%)
Other Direct Project Expenses	(at cost plus 15%) including:

- Public transportation, charter, or rental
- Printing, graphics, photography, and reproduction
- Rental or purchase of special equipment and materials
- Long distance telephone and special shipping

* There will be no charge for local travel or meetings when related to a project that will be fully reviewed and/or inspected by Consultant.

** Hours for inspections in excess of 8 hours (per day) will also be billed as overtime at the rate shown above.

When inspection overtime is requested (on days when inspector has not already performed inspections on the site), inspection overtime services will be provided in 4-hour minimum segments. When the inspection overtime



COURAGE
VERITAS

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BUREAU VERITAS NORTH AMERICA, INC.

[Scope of Work]

See following page.

SCOPE OF WORK

Conduct comprehensive and accurate plan reviews of submitted projects using the Codes that have been adopted by the City of Avondale, within the required time frame of approximately 5-10 business days. Review of documents should consist of comment letters citing Code deficiencies and whether or not it is the first, second or third review. Required Special Inspections and/or deferred submittals shall also be noted on the comment letter. All final review documents should be marked accordingly to indicate that they have been approved for release pending City approval.

Meet with City staff and other interested parties to conduct at least one preliminary assessment of projects proposed to be submitted to the City for permit. These meetings will be used to allow the City and Consultant review staffs to become familiar with the proposed project and ascertain any major code issues that may be present. On occasion, Consultant may also be requested to attend an initial “partnering” meeting with City staff and representatives of the project. Both of these meetings will be at no cost and will last no longer than two (2) hours. Location will be determined through mutual agreement of all parties.

Provide City Inspection staff with assistance in conducting multi-discipline inspections in the event of the Inspection Staff being understaffed due to illness, vacations or professional development.

When requested, provide specialized inspections (electrical, structural, etc.) for specific projects.

Provide expedited plan review, i.e., half the normal review time at double the normal review fees.

Provide third-party plan review, which will allow the permit applicant to pay Consultant directly for any reviews conducted and will allow the permit applicant to pick up and deliver any reviewed plans and documents during the review process.

Provide third-party inspection service, which will allow the permit holder, through the City of Avondale, to pay for the additional services of an onsite inspector. Inspection services would be paid directly to Consultant but Consultant’s inspector would report to and act on behalf of the City.

Telephonically, or in person, provide verbal and/or written technical construction code assistance to Building Safety staff, when requested.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BUREAU VERITAS NORTH AMERICA, INC.

[Fee Proposal]

See following page.

883055.1

PRICING

Standard Review fee:

\$ 75% per review of the plan review fees as calculated by the City and/or Building Official. Fees will be based on the most recent fee schedule adopted by the City including future adoptions.

\$ 100 per hour per commercial project; \$85 per hour per residential project. Hourly rates are for third and subsequent plan reviews or revisions.

Extraordinary Review fee:

\$ 150% per review of the plan review fees as calculated by the City and/or Building Official. Fees will be based on the most recent fee schedule adopted by the City including future adoptions.

\$ 200 per hour per commercial project; \$170 per hour per residential project. Hourly rates are for third and subsequent plan reviews or revisions.

Additional Fees (please explain):

Please see the attached Fee Schedule for a comprehensive list of our fees.



August 14, 2008

Steve Burger, CBO
Division Director
Bureau Veritas North America, Inc.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Brown & Associates Certified Inspection Services, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, DS 09-013 "Plan Review and Inspection Services" (the "RFP") seeking proposals from vendors for plan review and inspection services.

B. The Consultant responded to the RFP, a copy of which is attached as Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for plan review and inspection services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of two (2) years until September 15, 2010. This Agreement may be extended for up to three consecutive one-year terms if (i) at least thirty days prior to the end of the then-current term of this Agreement, the Consultant requests in writing to extend the Agreement for an additional one-year term and (ii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$300,000.00 annually for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter

stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the

agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, 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. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is 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 Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

14.6 Relationship of the 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 Consultant is advised that taxes

or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Brown & Associates Certified Inspection Services, Inc.
13430 North Scottsdale Road, Suites 300/301
Scottsdale, Arizona 85254
Facsimile: (480) 596-5065
Attn: Michael J. Brown, President

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's response to the RFP, the documents shall govern in the order listed herein.

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

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC., an
Arizona corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of **BROWN** &
ASSOCIATES CERTIFIED INSPECTION SERVICES, INC., an Arizona corporation, on behalf
of the corporation.

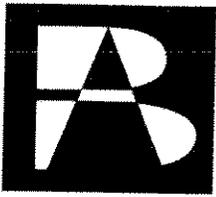
Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.

[Consultant's Response to the RFP]

See following pages.



Brown & Associates

CERTIFIED INSPECTION SERVICE, INC.

est. 1993

ORIGINAL

August 12, 2008

City of Avondale
City Clerk
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

RE: BUILDING PLAN REVIEW AND INSPECTION SERVICES
RFP: DS09-013

On behalf of Brown & Associates Certified Inspection Services, Inc. (BACISI), I would like to thank you for the opportunity to present this Proposal to the City of Avondale to provide Building Plan Review and Inspection Services.

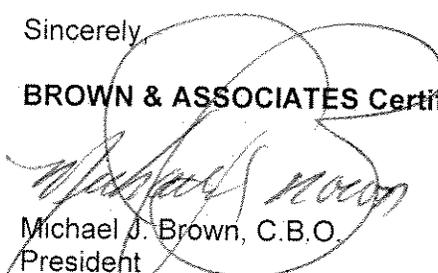
We are providing the following for your review:

- Proposal indicating firm experience, references and staff.
- Certificate of Liability Insurance.
- Fee Schedule (in separate, sealed envelope).

We look forward to having this opportunity to continue to serve the City of Avondale.

Sincerely,

BROWN & ASSOCIATES Certified Inspection Services, Inc.


Michael J. Brown, C.B.O.
President

MJB/ps



Section 1, Item B - General Description of the Firm

Brown & Associates Certified Inspection Services, Inc. (BACISI) is a diversified team of professionals providing Building Safety Services to the Arizona Region including Building, Civil and Fire Code plan review and inspection services. Established in March of 1993 BACISI was created to provide construction services utilizing professional Building Safety and Civil staff. Brown & Associates has been providing Building Safety, Fire and Civil Plan Review and Inspection Services to municipalities for five years.

Section 1, Item C – Legal Organization of the Firm

Legal Name: Brown & Associates Certified Inspection Services, Inc.
Address: Principal Office: 13430 N. Scottsdale Road, Suite 300/301, Scottsdale, AZ 85254.
Branch Office: 177 N. Church Avenue, Suite 707, Tucson, AZ 85701.
Identification Number: 20-0154541.
Legal form: Brown & Associates is an Arizona Corporation.
Contact regarding this proposal: Patti Schechter, Operations Manager, Office Phone: 480 991-3751; Cell Phone: 602 919-6633; Fax: 480 596-5065; patti@brown-and-associates.net.

Section 1, Item D - Location

Principal and Local Work Office: 13430 N. Scottsdale Road, Suite 300/301, Scottsdale, AZ 85254.

Section 1, Item E – Professional Registrations and Licenses

Professional Registrations: All plans examiners and inspectors are ICBO/ICC Certified. Key Personnel:

Michael J. Brown, C.B.O., President, ICC Certified Building Official # 1027598-CB, ICC Certified Building Inspector # 1027598-BS, Certified Plumbing Inspector # 1027598-P5, ICC Certified Electrical Inspector # 1027598-E5, ICC Certified Accessibility Inspector/Plans Examiner # 1027598-21, IAEI Certified Electrical Inspector General. Memberships: ICC, Grand Canyon Chapter ICC, Central Arizona Chapter ICC, Southern Chapter ICC, AZBO, IAEI, IAPMO, NFPA.

Mike Brown is a Building Official, Plans Examiner and Building Inspector. Mike is responsible for reviewing plans and performing building inspections for communities throughout the West to assure compliance with the adopted Codes by those communities. Mike is known for having a positive attitude, being a problem solver and having a full commitment to Building Safety operations. Mike was employed by Willdan and three Maricopa County agencies: Maricopa County, Arizona as a Building Inspector; Town of Gilbert, Arizona as Supervising Building Inspector; Town of Cave Creek, Arizona as Building Official, where he gained hands-on management experience with a growing jurisdiction. Mike has proven his capabilities in establishing the Building Safety Department with the Town of Cave Creek, obtaining Code compliance, providing education and maintaining a safe environment for the public. Mike has experience in plan review and inspections for Sprung Structures at the Salt River Pima-Maricopa Indian Community. He is a former member of the State of Arizona Plumbing Code Commission as appointed by the Governor. Mike is also an instructor for the AZBO Spring and Fall Education Institutes. Mike has worked in Building Safety for 20 years.

Rick Baldwin, Building Inspector, UBC Certified Building Inspector # 5116700-10, ICC Certified Fire Inspector I #5116700-66.

Rick joined BACISI from the Town of Gilbert where he worked as an Inspector II for two years. He had previously worked for the City of Goodyear and as an inspector for a consultant providing inspection services to several local and California jurisdictions.

Rick joined Brown & Associates in August 2005 and has worked in Building Safety for five years.



Wayne Befort, P.E., Civil Engineer, Structural Engineer, Registered Professional Civil Engineer in Arizona #CE36368, Registered Professional Civil Engineer in California \$CE32806, Registered Professional Structural Engineer in Arizona #SE36611, Licensed General Contractor KB-02 ROC187625 (inactive). University of Idaho, Bachelor of Science in Civil Engineering.

Wayne performs civil and structural plan review for BASICI. He has been responsible for the structural design and drafting of numerous commercial buildings including office buildings, industrial facilities, warehouses, apartment complexes, parking garages and building rehabilitations. Wayne was the Manager/Owner of WBA Contracting LLC (Residential and Small Commercial Builder) and Principal/Owner of Befort and Associates (Structural Engineering Firm).

Wayne was an independent consultant prior to joining Brown & Associates in July 2007 and has worked in Building Safety for 25 years.

Patrick Davis, Senior Building Inspector, Plans Examiner, ICC Certified Building Plans Examiner #0861636-B3; ICC Certified Accessibility Inspector/Plans Examiner # 0861636-21, ICC Certified Building Inspector #861636-B5, ICC Certified Building Inspector UBC #0861636-10, ICC Certified Residential Electrical Inspector #0861636-E1, ICC Certified Mechanical Inspector #0861636-M5, ICC Certified Mechanical Inspector UMC #0861636-44, ICC Certified Fire Inspector I 0861636-66, ICC Certified Plumbing Inspector #0861636-P5, ICC Certified Plumbing Inspector UPC #0861636-34, IAPMO Certified Plumbing Inspector #095329. He is also certified in Public Policy and Management from the University of Arizona. Memberships: ICC, Central Arizona Chapter ICC, AZBO, IAPMO and IAEI.

Pat is a plans examiner and inspector who joined BACISI with several years of Code enforcement experience in both the public and private sector. In addition he has 13 years of masonry and concrete construction background. He most recently served as Senior Structural Inspector for the City of Phoenix. Prior experience includes GP Engineering where he was the Regional Manager of Inspections for three years. He served 10 years as the Chief Building Official for the Town of Fountain Hills. Pat previously served on the AZBO Board of Directors and remains active in the organization by teaching ADA/Fair Housing for the AZBO Education Institutes. He formerly served on the Maricopa Association of Governments Committee. He was appointed by the Governor to serve on the Arizona State Plumbing Code Commission. Pat's plan review and inspection experience ranges from residential, industrial and commercial projects including the new Arizona Cardinal's Football Stadium.

Pat joined Brown & Associates in December 2005 and has worked in building safety for 14 years.

Larry B. Francis, C.B.O., Senior Plans Examiner, Senior Building Inspector, CABO Certified Building Official #1027645-CB, Building Code Official #1027645-B6, Building Inspector (ICC, UBC) #1027645-B5,10, Plumbing Inspector (IPC, UPC) #1027645-P5,34, Accessibility Inspector/Plans Examiner #1027645-21, Electrical Inspector #1027645-E5, Mechanical Inspector (IMC, UMC) #1027645-40,44, UBC Fire Code Inspector #1027645-65, ICC Fire Inspector I 1027645-66, ICC Fire Inspector II #1027645-67, ICC Fire Plans Examiner # (1027645-F3); ICC Fire Code Official # (1027645-F6); Building Plans Examiner #1027645-B3, Combination Inspector #1027645-C8. Larry is also a member of ICC, Central Arizona Chapter ICC, AZBO, IAEI, NFPA, MAG.

Larry joined BACISI after seven years at Salt River Pima-Maricopa Indian Community. Larry was the Compliance Manager/Building Official for the past four years. He began his employment at SRPMIC as a Plan Review Coordinator. Larry's prior experience includes Stantec Consulting as a Senior Building Inspector; PDS Technical Service as a Quality Assurance/Quality Control Engineer for Intel in the City of Chandler; Town of Gilbert as a Building Inspector Supervisor. Larry brings to BACISI experience in supervision of professional and technical staff as well as technical expertise. He has managed multi-million dollar projects including a correction facility, casino, resorts as well as industrial and retail construction. Larry's experience includes plan review, inspections for new construction, as well as Sprung Structures. Larry joined Brown & Associates August 2006 and has worked in Building Safety for 21 years.



John Gunn, Senior Building Inspector, Plans Examiner, ICC and UBC Certified Residential and Commercial Building Inspector, IAPMO Certified Plumbing Inspector # 097823.

John joined BACISI after six years at Stantec where he worked as a Senior Building Inspector on residential and commercial projects insuring compliance with Building Code Standards, City/Town/County Ordinances and ADA compliance. John also supervised inspection staff as well as reviewing residential and commercial plans. John previously worked as a Building Official for the City of El Mirage, Senior Building Inspector for the Town of Gilbert and the Peoria Public Administrative Building. He also worked for the Fort McDowell Hotel and Casino. Prior to working in Building Safety John worked as a carpenter in the trades for 12 years.

John joined Brown & Associates in July 2005 and has worked in Building Safety for 14 years.

Jake Hesselgesser, Senior Inspector, Plans Examiner, ICC Certified Residential Building Inspector #5291414-B1, ICC Certified Plans Examiner #5291414-B3.

Jake is a Civil Engineering/Building Plan Reviewer and Inspector for BACISI. His positive attitude and multi-task capabilities contribute to the achievement in a well organized and professional completeness of projects for our clients. His experience in civil engineering, building plan review, inspections and design makes him a key component in facilitating coordination between disciplines. Jake was responsible for inspections and project management assistance for the Thomas Road Water and Sewer Capitol Improvement Project, Mesa Drive Bridge project and Indian School Water and Sewer Capitol Improvement Project for the Salt River Maricopa-Pima Indian Community. Jake also provided plan review, civil inspections and as-built analysis for a large casino project in the Tucson area. In addition to Jake's experience in Building and Engineering services he has performed Planning and Zoning reviews in the Town of Paradise Valley for the past five years, including large scale residential and commercial projects. Jake has also performed site planning reviews for the Town of Buckeye. Jake also has inspection experience on Sprung Structures on the Salt River Indian Community. The diverse experience he has gained in his career make him an instrumental part of coordinating multiple disciplines on large and small scale projects.

Jake joined Brown & Associates in June 2004 and has worked in Building Safety and Engineering for seven years.

Michael D. Izzo, C.B.O., Building Inspector, Plans Examiner. ICC Certified Building Official #5218680-CB, ICC Certified Building Code Official #5218680-86, ICC/UBC Certified Building Inspector 5218680-B5, ICC/UBC Certified Plans Examiner, ICC/UBC Certified Commercial Electrical Inspector, ICC/UBC Certified Residential Electrical Inspector 5218680-B3/E1, ICC/UMC Certified Mechanical Inspector 5218680-M5-44, ICC/UPC Certified Plumbing Inspector #5218680-34 P5.

Mike is a building inspector / plans examiner for BACISI. He is responsible for inspections and plan review for various jurisdictions and Communities in Arizona. Prior to joining BACISI Mike worked for the Town of Cave Creek as a building inspector and as interim Building Official. He was a Project Manager for Kinney Construction Services, Project Superintendent for Shrader & Martinez Construction and owner of Izzo & Sons Contracting, a general contracting and management firm in Central Arizona.

Mike joined Brown & Associates in May 2007 and has worked in Building Safety for 30 years.

Michael F. McMillan, C.B.O., Building Inspector, Plans Examiner. ICC Certified Building Official # 5034331, ICC Certified Plans Examiner # 5034331-60, ICC Certified Building Inspector.

Michael (Mac) joined Brown & Associates after several years in the code enforcement field and oversees operations in our Tucson office. His current duties include performing plan review and inspections for our clients in Tucson and the surrounding Southern Arizona area.

Mac's experience ranges from building inspection to plan review including fire code enforcement. He has worked in both private industry as well as with jurisdictions within Arizona and California. He is an active participant of AZBO, teaching inspection courses at the education institutes held each spring and fall.

Mac joined BACISI in August 2007 and has worked in building safety for seven years.



Larry G. Pudvah, P.E., Senior Plans Examiner. BS - Civil Engineering, University of Vermont. Licensed Professional Engineer: New York #063351, New Jersey #33231, Arizona #32735. National Council of Examiners for Engineering and Surveying, Council Record #16255. Certified Building Plans Examiner: ICC #5044264.

Mr. Pudvah performs commercial and residential plan examinations for BACISI. His code review experience includes big-box stores, hotels, groceries, hospitals, jails, communication towers, parking structures, apartments, service stations, repair garages, airport structures, gambling casinos, restaurants, schools, churches, condos, single family dwellings and tenant improvements. Previously he worked in New York City and the metropolitan area as a civil/structural engineer. His commercial structural design and project engineering experience includes works for Brooklyn Botanic Gardens; CBS Technical Center; New York City Transit Authority; World Trade Center #7; GSA ; New York State Hospitals; New York City Board of Education; World Financial Center; HUD; Steinway & Sons; and structural restoration of the historic West End Collegiate Church. As owner's engineer Mr. Pudvah has performed structural peer reviews and tenant improvement designs for AIG, Citicorp, Helmsley-Spear and other property owners. Other experience includes structural and civil engineering for electric power generating and transmission facilities, chemical plants, steel rolling mills, highways, bridges and mining. His engineering work projects are located throughout the United States and foreign countries including Canada, Mexico, China, Japan, Turkey, Thailand, Indonesia and Aruba. Larry joined Brown & Associates in January 2004 and has worked in Building Safety for 35 years.

Robert A. Schettler, Senior Building Inspector, Plan Reviewer, ICC Certified Residential Building Inspector #5055234-B11. Member Central Arizona Chapter ICC, AZBO.

Bob became a building inspector after 10 years as a licensed plumbing contractor in Arizona and is a Plan Reviewer/Building Inspector for BACISI. He performs combination building inspections and plan reviews for various jurisdictions to ensure Code compliance. His ability to strike a balance between minimum Codes requirements and practical application in the field, make him a highly valued asset to the team.

Bob joined Brown & Associates in September 2003 and has worked in Building Safety for seven years.

Patti Schechter, Operations Manager - Patti has 20 years of administrative management and accounting experience along with over 11 years of Building Safety experience. Her current responsibilities include tracking all project documents, final preparation of plan review comment letters and verification of valuation and fee report calculations during the plan review process. She assists clients and applicants with project status and inquiries, explains the requirements of the Codes and Ordinances as applicable. Patti provides quality assurance of work product, retains and updates project files including field inspection reports and maintains in our office Code and Ordinance information for multiple jurisdictions. She is the "point person" for clients regarding changes to their processes and procedures and is responsible to update the Building Safety staff of each jurisdiction's requirements. Patti supervises and trains other permit specialists and administrative staff, assists all plan reviewers and building inspectors as needed and coordinates scheduling of the BACISI field inspections staff. Patti is an active member of the AZBO Education Committee providing planning and assistance for the AZBO Education Institutes. She serves on other committees as needed. She is also Chair for the Arizona Permit Techs and creates a Quarterly Newsletter. Memberships: Grand Canyon Chapter ICC, Central Arizona Chapter ICC, Southern Chapter ICC, AZBO.

Patti joined Brown & Associates January 2004 and has worked in Building Safety for 11 years.

Craig Standley, Building Inspector – ICC Certified Residential Building Inspector # 1116973-B1, Structural Masonry Special Inspector # 1116973-84, Spray-Applied Fireproofing Special Inspector # 1116973-86.

Craig joined BACISI after 10 years as a special inspector for Speedy, a prominent soils company. Craig has experience with both residential and commercial inspections.

Craig joined Brown & Associates in June 2005 and has worked in Building Safety for 14 years.



Debra Brant, Administrative Assistant

Debra's responsibilities include processing plan review letters and assisting clients and applicants with general information. Her enthusiasm makes her an enjoyable addition to our team.

Katie Brown, Accounting Assistant

Katie is a college student and works part time in the Accounting Department. Her responsibilities include accounts payable, accounts receivable, invoicing and payroll. Her commitment to the company is essential to her position.

Alma Magana, Administrative Assistant

Alma's responsibilities include logging in plans, preparing tracking reports, filing and miscellaneous office organization. Her willingness to learn and attention to details and procedures makes her an import part of BACISI.

Independent Consultants

Janice (Jan) K. Fontana, C.B.O., Plans Examiner, ICC Certified Building Official 0886756-CB, Uniform Fire Code Inspector 0886756-67, ICC Certified Building Plan Examiner #0886756-B3, Fire Inspector II 0886756-65, National Fire Code Academy, Emmitsburg, MD, Basic Fire Prevention Inspections, Building Construction for the Fire Service, Hazardous Materials, Plan Review for Inspectors, Managing the Code Process. Jan attended Arizona State University, undergraduate and graduate studies in materials science engineering.

As well as membership in the International Code Council, she is a member of the National Fire Protection Association and the Society of Fire Protection Engineers. From 1982 to 1996 Jan was employed with the office of the Arizona State Fire Marshal as the Engineering Program Manager performing fire and life safety plan reviews of construction documents for public and private facilities, developing and evaluating equivalent protection alternatives, and providing technical and analytical reviews related to new and existing fire protection systems, fire alarm systems, and industrial processes. Jan is an independent consultant for Brown & Associates.

Jan participated in the code development process and submitted code change proposals and testified in the national code development hearings for the fire code, National Fire Protection Association Standards, and the building code. As a Deputy Fire Marshal II she also managed Deputy Fire Marshal I positions to insure timely and accurate review of public construction projects and fire protection systems submittals as required by Arizona Statutes. Additionally she conducted inspections of buildings and facilities, fire protection and alarm equipment, and various hazardous processes within occupancies.

She was responsible for providing technical information to superiors for purposes of determining agency policy. Jan drafted Arizona Administrative Rule R4-34-1101, Arizona Fire Code, triennially, and wrote administrative and technical procedures for the enforcement of the Arizona Fire Code to include plan review and inspection procedures and policies for use by staff and the citizens of Arizona.

John Hesselgesser, C.B.O., Building Official, BS, Education, CABO Certified Building Official #3951, ICBO Certified Building Inspector #10812894-10. Memberships: ICC, Grand Canyon Chapter ICC, Central Arizona Chapter ICC, AZBO.

John is a Building Official, Plans Examiner and Building Inspector for BACISI. John is responsible for plan review and building inspections for various jurisdictions throughout Arizona. John has successfully established and maintained Building and Safety Departments in Arizona for the Town of Carefree, the Town of Fountain Hills and the Town of Cave Creek. He has prepared building and public works department budgets, supervised building inspectors, public works employees and inspected industrial, commercial and residential projects for Code compliance and adherence to plans and specifications.

John joined Brown & Associates in October 2003 and has worked in Building Safety for 25 years. John has retired however still provides plan review services for Brown & Associates as an independent consultant whenever needed.



Section 1, Item F – Contracts of Similar Nature

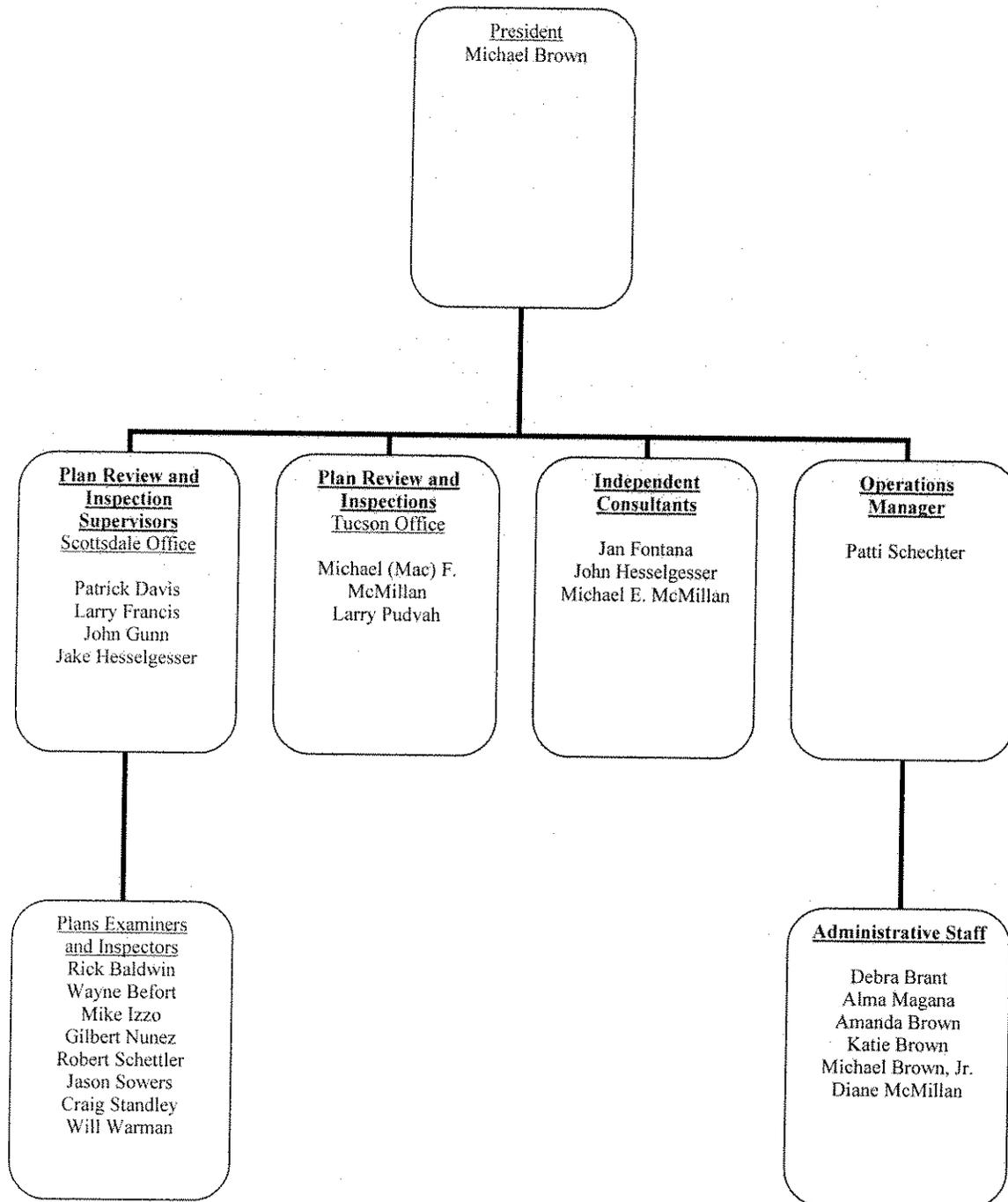
1. Town of Buckeye, Phil Marcotte, C.B.O., 90 N. Apache, Suite A, Buckeye, AZ 85326, 623 386-8299, pmarcotte@buckeyeaz.gov, Building Safety Plan Review and Inspections.
2. Town of Carefree, Mike Tibbett, C.B.O., Building Official, 100 Easy Street, Carefree, AZ 85377, 480 488-3686, mike@carefree.org, Building Safety Plan Review and Inspections.
3. Pinal County, Steve Brown, C.B.O., Building Official, 31 N. Pinal Street, Building F, Florence, AZ 85232, steve.brown@co.pinal.az.us: Building Safety Plan Review.

Section 1, Item F (b) – Projects of a Similar Nature

1. Town of Gilbert, Ben Cox, C.B.O., Building and Fire Plans Review Administrator, 85 E. Civic Center Drive, Gilbert, AZ 85296, 480 5803-6351, BenC@ci.gilbert.az.us:
San Tan Village Showroom Condominiums: Building Plan Review.
Green Tree Village Medical Professional Building, Retail Buildings and Storage Facilities: Building Plan Review.
Hyatt Place Hotel: Building Plan Review.
2. City of Goodyear, Ed Kulik, C.B.O., Building Official, 190 N. Litchfield Road, Goodyear, AZ 85338, 623 882-7925, ekulik@goodyearaz.gov:
Cancer Treatment Centers of America: Building Plan Review and Inspection Services.
Goodyear Spring Training Development Services Building and Ballpark: Building Plan Review and Inspection Services.
Federated Fulfillment Center (Macy's): Building Plan Review and Inspection Services.
Amazon.com: Building Plan Review.
3. Salt River Pima-Maricopa Indian Community, Cruz Lopez, 10005 E. Osborn, Scottsdale, AZ 85256, 480 850-8922, Cruz.lopez@srpmic-nsn.gov:
Casino Arizona Resort, Hotel, Casino, Conference Center: Building, Fire and Civil Plan Review and Inspections.
Two Waters, Admin Building and Various Office Complexes: Building, Fire and Civil Plan Review and Inspections.
Medicis Pharmaceutical Corporation: Building, Fire and Civil Plan Review and Inspections.



Section 2, Item A – Organizational Chart





Section 2, Item B – Key Personnel

Michael J. Brown, C.B.O.

1. Cancer Treatment Centers of America (Medical Facility including Research, Treatment, Hospital and Housing). Description of contract: Building Plan Review and Inspections. Mike is the point person for building plan review and inspections. Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.
2. Medicis Pharmaceutical Corporation (Offices and Parking Garage). Description of contract: Building, Fire and Civil Plan Review and Inspections. Mike has been responsible for building plan review and inspections. Contract reference: Cruz Lopez, Salt River Pima-Maricopa Indian Community, 480 850-8922, Cruz.lopez@srpmic-nsn.gov.

Wayne Befort

1. Goodyear Spring Training Facility (Development Complex and Ballpark). Description of contract: Building Plan Review and Inspections. Wayne has provided structural plan review and inspection services. Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.
2. Two Waters (Admin Building and Various Office Complexes). Description of contract: Building, Fire and Civil Plan Review and Inspections. Wayne has provided structural plan review and inspection services. Contract reference: Cruz Lopez, Salt River Pima-Maricopa Indian Community, 480 850-8922, Cruz.lopez@srpmic-nsn.gov.

Patrick Davis

1. Cancer Treatment Centers of America, (Medical Facility including Research, Treatment, Hospital and Housing). Description of contract: Building Plan Review and Inspections. Pat is the inspection supervisor providing inspection services and reports. Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.
2. Federated Fulfillment Center (Macy's), (Warehouse Distribution Center). Description of contract: Building Plan Review and Inspections. Pat is the inspection supervisor for this project. Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.

Larry Francis, C.B.O.

1. San Tan Village Showroom Condominiums. Description of contract: Building Plan Review. Larry is the point person for plan review. Contract reference: Ben Cox, Town of Gilbert, 480 5803-6351, BenC@ci.gilbert.az.us.
2. Fire Rock Casino. Description of contract: Building, Fire and Civil Plan Review and Inspections. Larry is the point person for this project and in charge of the plan review and inspection services. Contract reference: Arif Siddique, SICON, LLC, 480 905-9009, siconllc@cox.net.

Jacob Hesselgesser

1. Casino Arizona Resort (Hotel, Casino and Conference Center). Description of contract: Building, Fire and Civil Plan Review and Inspections. Jake is the point person for Civil plan review and inspection services. He also oversees building plan review. Contract reference: Cruz Lopez, Salt River Pima-Maricopa Indian Community, 480 850-8922, Cruz.lopez@srpmic-nsn.gov.



2. Cancer Treatment Centers of America (Medical Facility Including Research, Treatment, Hospital and Housing). Description of contract: Building Plan Review and Inspections. Jake coordinated the civil portion related to the building plan review and worked closely with the Cities Engineering staff. Contract reference: Bruce Roberts, City of Goodyear, 623-882-3110, Bruce.Roberts@goodyearaz.gov

Bob Schettler

1. Goodyear Spring Training (Development Complex and Ballpark). Description of contract: Building Plan Review and Inspections. Bob is the inspection supervisor providing inspection services and reports Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.
2. Rancho LaLoma (Skilled Nursing Facility and Retirement Center). Description of contract: Building Inspections. Bob provided inspection services on behalf of the City of Litchfield Park. Contract reference: Chuck Ransom, City of Litchfield Park, 623 935-4356, cransom@litchfield-park.org

Patti Schechter: Patti is the point person for all projects processed thru the Scottsdale office.

Jan Fontana

1. Casino Arizona Resort (Hotel, Casino and Conference Center). Description of contract: Building, Fire and Civil Plan Review and Inspections. Jan is responsible for Fire Code plan review. Contract reference: Cruz Lopez, Salt River Pima-Maricopa Indian Community, 480 850-8922, Cruz.lopez@srpmic-nsn.gov.
2. Fire Rock Casino. Description of contract: Building, Fire and Civil Plan Review and Inspections. Jan is responsible for Fire Code plan reviews. Contract reference: Arif Siddique, SICON, LLC, 480 905-9009, siconllc@cox.net

John Hesselgesser, C.B.O.

1. Casino Arizona Resort (Hotel, Casino and Conference Center). Description of contract: Building, Fire and Civil Plan Review and Inspections. John provides building safety plan review services. Contract reference: Cruz Lopez, Salt River Pima-Maricopa Indian Community, 480 850-8922, Cruz.lopez@srpmic-nsn.gov.
2. Federated Fulfillment Center (Macy's) (Warehouse Distribution Center). Description of contract: Building Plan Review and Inspections. John provided building safety plan review services and some inspection services. Contract reference: Ed Kulik, City of Goodyear, 623 882-7925, ekulik@goodyearaz.gov.



Section 3, Item A – Project Understanding and Approach

Brown & Associates understands that the City of Avondale is seeking qualified consultants to provide Building Safety Plan Review and Inspection Services. We are aware of the importance of chain of command, budgets, timelines, communication and customer relations.

See Schedule A, Scope of Work.

Section 3, Item B – Firm's Approach

BACISI will tailor a comprehensive program for any scope of services required, while ensuring consistent quality and timely service.

BACISI staff will function as an extension of the City of Avondale and as such will conform to all policies and procedures. BACISI staff will fully familiarize themselves with all forms and processes that the City has in place.

BACISI will maintain a high level of customer service to the City's staff and its clients. In addition to the City's established workday schedules, our staff will be available as directed by the City outside of scheduled hours. We have found this additional flexibility is often necessary to be of maximum service to our clients.

Of course BACISI provides a range of services that you would expect from a quality consulting firm, and we do so on time, using the most advantageous management tools, but what truly sets us apart is our people. Once we are selected for a project, we make a binding commitment that runs far deeper than contractual obligations. It's a personal commitment that goes above and beyond your already high expectations. It's the type of commitment that only comes when people act like owners, not just employees.

Understanding that time is of the essence, BACISI has a staff of employees, independent consultants and sub consultants who have all committed to providing quality services within the time constraints as required by our clients.

Quality control is essential as our Team strives to excel in customer service.

ORIGINAL



Section 4, Exhibit B – Pricing

Standard Review Fee

75% of City Plan Check Fee, includes first and second reviews.
\$75.00 per hour (average, see rates below) for third and subsequent reviews, deferred submittals, revisions to approved plans.

Extraordinary Review Fee

75% of City Plan Check Fee, times two for expedited reviews, includes first and second reviews. Fee represents double the rate for half the review time.
\$150.00 per hour (average, see rates below) for expedited third and subsequent reviews, deferred submittals, revisions to approved plans. Fee represents double the standard rate for half the review time.

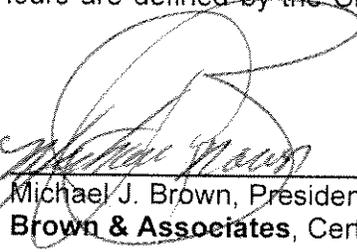
NOTE: Preliminary reviews and coordination of meetings regarding comments, as authorized by the Building Official, will be provided at no additional charge.

ADDITIONAL PLAN REVIEW SERVICE RATES

Building Official	\$100.00/hr
Deputy Building Official	\$95.00/hr
Plan Check Engineer (Structural)	\$95.00/hr
Supervising Plan Check Engineer	\$95.00/hr
Senior Plans Examiner	\$90.00/hr
Senior Civil Engineer	\$90.00/hr
Plan Check Engineer (Fire Protection)	\$82.00/hr
Inspector of Record (for 3 rd Party Reviews)	\$100.00/hr
Plans Examiner	\$75.00/hr
Supervising/Senior Building Inspector	\$80.00/hr
Building Inspector (Fire)	\$70.00/hr
Building Inspector II	\$70.00/hr
Building Inspector I	\$50.00/hr
Senior Construction Permit Specialist	\$60.00/hr
Construction Permit Specialist	\$55.00/hr
Clerical/Admin	\$50.00/hr

Inspection services for before hours, after hours, weekends and holidays are double the regular hourly rate. Hours are defined by the City of Avondale's normal inspection hours and holiday schedule.

Submitted by:


Michael J. Brown, President

Brown & Associates, Certified Inspection Services, Inc.

8/12/08
Date

SECTION A

VII. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Brown & Associates,
FIRM SUBMITTING PROPOSAL
Certified Inspection Services, Inc.

20-0154541
FEDERAL TAX ID NUMBER

Michael J. Brown
PRINTED NAME AND TITLE President

Michael J. Brown
AUTHORIZED SIGNATURE

13430 N. Scottsdale Road
ADDRESS Suite 300/301

4809913751 480 596 5065
TELEPHONE FAX #

Scottsdale, AZ 85254
CITY STATE ZIP

8-12-08
DATE

WEB SITE: None

EMAIL ADDRESS: mbrown@brown-and-associates.net

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

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

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



Section 3, Item A, Exhibit A - Scope Of Work

A. BUILDING PLAN REVIEW SERVICES

The CONSULTANT shall provide BUILDING PLAN REVIEW SERVICES to assure compliance with Codes and Ordinances as adopted by the City of Avondale. Review time for plans shall be in accordance with the following table.

PROJECT TYPE/SIZE	WORKING DAYS, REGULAR REVIEW	WORKING DAYS, EXPEDITED REVIEW
Single Family Residential	5 to 10	5
Multifamily Residential	5 to 10	5
Commercial to 75,000 sq. ft.	10	5
Commercial 75,001 to 150,000 sq. ft.	12 to 15	7
Commercial greater than 150,001 sq. ft.	15	8
Warehouse 150,001 sq. ft. to 500,000 square ft.	20	10
Warehouse 500,001 sq. ft. to 1,000,000 square ft.	30	15
Fire Protection Systems	5 to 10	5

B. BUILDING INSPECTION SERVICES

The CONSULTANT shall provide BUILDING INSPECTION SERVICES necessary to assuring compliance with Codes and Ordinances as adopted by the City of Avondale.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2008

PRODUCER (480)483-3311 FAX (480)998-2270
Arizona Western Insurance Agency
13951 N Scottsdale Rd, Ste 212
Scottsdale, AZ 85254
Donna Hilker

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED BROWN AND ASSOCIATES CERTIFIED INSP
13430 N. SCOTTSDALE RD STE#
216
SCOTTSDALE, AZ 85254

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co

19682

INSURER B: LLOYD'S OF LONDON (WWFI)

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	59SBAEF1925	05/17/2008	05/17/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OF AGG \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.							
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	59UECIZ8043	05/17/2008	05/17/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$		
A			X	59SBAEF1925	05/17/2008	05/17/2009	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
							DEDUCTIBLE RETENTION \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below								
B	OTHER PROFESSIONAL LIABILITY	ME033084	08/18/2008	08/18/2009	2,000,000/2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CITY OF AVONDALE AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF AVONDALE
BUILDING SAFETY DEPARTMENT
KEN SOWERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donna Hilker

Donna Hilker

ORIGINAL



Section 4, Exhibit B – Pricing

Standard Review Fee

75% of City Plan Check Fee, includes first and second reviews.
\$75.00 per hour (average, see rates below) for third and subsequent reviews, deferred submittals, revisions to approved plans.

Extraordinary Review Fee

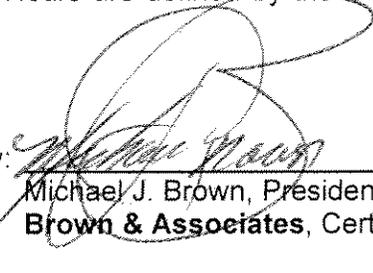
75% of City Plan Check Fee, times two for expedited reviews, includes first and second reviews. Fee represents double the rate for half the review time.
\$150.00 per hour (average, see rates below) for expedited third and subsequent reviews, deferred submittals, revisions to approved plans. Fee represents double the standard rate for half the review time.

NOTE: Preliminary reviews and coordination of meetings regarding comments, as authorized by the Building Official, will be provided at no additional charge.

ADDITIONAL PLAN REVIEW SERVICE RATES

Building Official	\$100.00/hr
Deputy Building Official	\$95.00/hr
Plan Check Engineer (Structural)	\$95.00/hr
Supervising Plan Check Engineer	\$95.00/hr
Senior Plans Examiner	\$90.00/hr
Senior Civil Engineer	\$90.00/hr
Plan Check Engineer (Fire Protection)	\$82.00/hr
Inspector of Record (for 3 rd Party Reviews)	\$100.00/hr
Plans Examiner	\$75.00/hr
Supervising/Senior Building Inspector	\$80.00/hr
Building Inspector (Fire)	\$70.00/hr
Building Inspector II	\$70.00/hr
Building Inspector I	\$50.00/hr
Senior Construction Permit Specialist	\$60.00/hr
Construction Permit Specialist	\$55.00/hr
Clerical/Admin	\$50.00/hr

Inspection services for before hours, after hours, weekends and holidays are double the regular hourly rate. Hours are defined by the City of Avondale's normal inspection hours and holiday schedule.

Submitted by: 
Michael J. Brown, President
Brown & Associates, Certified Inspection Services, Inc.


Date

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.

[Scope of Work]

See following page.

SCOPE OF WORK

Conduct comprehensive and accurate plan reviews of submitted projects using the Codes that have been adopted by the City of Avondale, within the required time frame of approximately 5-10 business days. Review of documents should consist of comment letters citing Code deficiencies and whether or not it is the first, second or third review. Required Special Inspections and/or deferred submittals shall also be noted on the comment letter. All final review documents should be marked accordingly to indicate that they have been approved for release pending City approval.

Meet with City staff and other interested parties to conduct at least one preliminary assessment of projects proposed to be submitted to the City for permit. These meetings will be used to allow the City and Consultant review staffs to become familiar with the proposed project and ascertain any major code issues that may be present. On occasion, Consultant may also be requested to attend an initial “partnering” meeting with City staff and representatives of the project. Both of these meetings will be at no cost and will last no longer than two (2) hours. Location will be determined through mutual agreement of all parties.

Provide City Inspection staff with assistance in conducting multi-discipline inspections in the event of the Inspection Staff being understaffed due to illness, vacations or professional development.

When requested, provide specialized inspections (electrical, structural, etc.) for specific projects.

Provide expedited plan review, i.e., half the normal review time at double the normal review fees.

Provide third-party plan review, which will allow the permit applicant to pay Consultant directly for any reviews conducted and will allow the permit applicant to pick up and deliver any reviewed plans and documents during the review process.

Provide third-party inspection service, which will allow the permit holder, through the City of Avondale, to pay for the additional services of an onsite inspector. Inspection services would be paid directly to Consultant but Consultant’s inspector would report to and act on behalf of the City.

Telephonically, or in person, provide verbal and/or written technical construction code assistance to Building Safety staff, when requested.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.

[Fee Proposal]

See following page.

ORIGINAL



Section 4, Exhibit B – Pricing

Standard Review Fee

75% of City Plan Check Fee, includes first and second reviews.
\$75.00 per hour (average, see rates below) for third and subsequent reviews, deferred submittals, revisions to approved plans.

Extraordinary Review Fee

75% of City Plan Check Fee, times two for expedited reviews, includes first and second reviews. Fee represents double the rate for half the review time.
\$150.00 per hour (average, see rates below) for expedited third and subsequent reviews, deferred submittals, revisions to approved plans. Fee represents double the standard rate for half the review time.

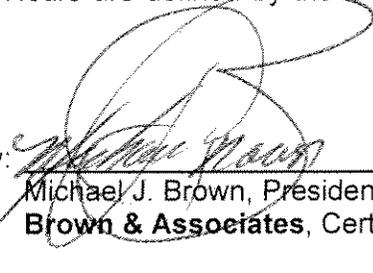
NOTE: Preliminary reviews and coordination of meetings regarding comments, as authorized by the Building Official, will be provided at no additional charge.

ADDITIONAL PLAN REVIEW SERVICE RATES

Building Official	\$100.00/hr
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Plan Check Engineer (Structural)	\$95.00/hr
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Senior Civil Engineer	\$90.00/hr
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Inspector of Record (for 3 rd Party Reviews)	\$100.00/hr
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Supervising/Senior Building Inspector	\$80.00/hr
Building Inspector (Fire)	\$70.00/hr
Building Inspector II	\$70.00/hr
Building Inspector I	\$50.00/hr
Senior Construction Permit Specialist	\$60.00/hr
Construction Permit Specialist	\$55.00/hr
Clerical/Admin	\$50.00/hr

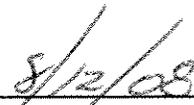
Inspection services for before hours, after hours, weekends and holidays are double the regular hourly rate. Hours are defined by the City of Avondale's normal inspection hours and holiday schedule.

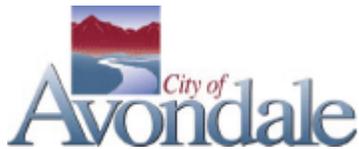
Submitted by:



Michael J. Brown, President
Brown & Associates, Certified Inspection Services, Inc.

Date





CITY COUNCIL REPORT

SUBJECT:

Award a Construction Contract to Combs Construction Company, Inc. to Construct a Traffic Signal at the Intersection of Van Buren Street and Eliseo C. Felix Jr. Way

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Combs Construction Company, Inc. for the construction of a traffic signal at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of \$258,356.79, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 3, 2007, a Professional Services Agreement (PSA) with HDR Engineering Inc. was signed in the amount of \$39,615 to design and prepare construction documents for a new traffic signal at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way (see attached vicinity map). This project is included in the current five-year Capital Improvement Program.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for this project will include, but is not limited to:

- Trenching and conduit for APS electrical service for signal system
- Removal of ramp curbing, and installation of signal pole access pads
- Signing and marking
- Installing a traffic signal system at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way
- Relocation of streetlights
- Removing and salvaging existing signs and maintenance of existing landscape and irrigation during construction

This contract does not include procuring the traffic signal poles and equipment. Staff has found that the installation of the traffic signal can be accelerated through the City's procurement of materials that require a long lead time. Therefore the City will, under a separate contract, pre-order and supply all of the traffic signal equipment, poles, and mast arms related to the installation of this traffic signal.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on August 19 and August 22, 2008, and the Arizona Business Gazette on August 21, 2008. The Engineering Department held a non-mandatory pre-bid meeting on August 26, 2008. Four (4) bids were received and opened on September 4, 2008. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

BIDDER	BID AMOUNT	M/DBE
Combs Construction Company, Inc.	\$258,356.79	No
Kimbrell Electric, Inc.	\$294,684.29	No
A J P Electric, Inc.	\$310,190.20	No
Arizona Traffic Signal	\$331,966.81	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Combs Construction Company, Inc. with a bid of \$258,356.79 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Combs Construction Company, Inc. to be competent and qualified for this project. Combs Construction Company, Inc. has successfully completed similar work for other local government agencies. Staff verified with the Registrar of Contractors that no claims are on file against this contractor.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	09/16/08
Pre-Construction Conference	09/30/08
Notice-To-Proceed	10/14/08
Begin Construction	10/14/08
Completion	01/19/09

BUDGETARY IMPACT:

Funding for this project in the amount of \$258,356.79 is available in Street Fund Line Item 304-1242-00-8420, Traffic Signal – Van Buren Street and Eliseo C. Felix Jr. Way.

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Combs Construction Company, Inc. for the construction of a traffic signal at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of \$258,356.79 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contract is on file with the City Clerk.

ATTACHMENTS:

Click to download

 [Bid Tabulation Sheet](#)

 [Vicinity Map](#)

BID TABULATION
ST1242 (EN 08-030) Van Buren Street & Eliseo C. Felix Jr. Way
BID DATE: September 4, 2008

				AJP Electric Inc.		Kimbrell Electric		Combs Construction Company Inc		Arizona Traffic Signal		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
		Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
107.01500	Community Relations Support	1	Allowance	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
108.01000	Construction Staking, Surveying, Layout	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 2,836.40	\$ 2,836.40	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
108.01010	As-Built Documents	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 283.64	\$ 283.64	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
109.09000	Mobilization/Demobilization	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 2,836.40	\$ 2,836.40	\$ 24,000.00	\$ 24,000.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00
109.09060	Miscellaneous Reimbursables	1	Allowance	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
340.01800	Concrete Access Pad (Detail A, Per Sheet 3 of 7)	1	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 2,836.40	\$ 2,836.40	\$ 2,000.00	\$ 2,000.00	\$ 5,800.00	\$ 5,800.00	\$ 20,000.00	\$ 20,000.00
350.04000	Remove & Salvage Traffic Signs	3	Each	\$ 100.00	\$ 300.00	\$ 340.37	\$ 1,021.11	\$ 125.00	\$ 375.00	\$ 90.00	\$ 270.00	\$ 100.00	\$ 300.00
350.04005	Remove and Salvage Existing Pull Boxes and Cover	4	Each	\$ 100.00	\$ 400.00	\$ 56.73	\$ 226.92	\$ 405.00	\$ 1,620.00	\$ 90.00	\$ 360.00	\$ 100.00	\$ 400.00
350.04010	Remove & Salvage Street Light Pole	3	Each	\$ 200.00	\$ 600.00	\$ 141.82	\$ 425.46	\$ 1,600.00	\$ 4,800.00	\$ 400.00	\$ 1,200.00	\$ 1,000.00	\$ 3,000.00
401.01000	Traffic Control	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 3,970.96	\$ 3,970.96	\$ 14,135.00	\$ 14,135.00	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00
460.02000	Removal of Pavement Markings (4" equivalent)	8,556	LF	\$ 0.40	\$ 3,422.40	\$ 0.68	\$ 5,818.08	\$ 0.60	\$ 5,133.60	\$ 0.85	\$ 7,272.60	\$ 1.00	\$ 8,556.00
460.02110	Remove Thermoplastic - (Symbols - Left Turn Arrow)	2	Each	\$ 30.00	\$ 60.00	\$ 85.09	\$ 170.18	\$ 55.00	\$ 110.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
460.03000	Removal of Raised Pavement Markers	245	Each	\$ 5.00	\$ 1,225.00	\$ 1.42	\$ 347.90	\$ 1.25	\$ 306.25	\$ 3.50	\$ 857.50	\$ 1.00	\$ 245.00
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	6,145	LF	\$ 0.40	\$ 2,458.00	\$ 0.75	\$ 4,608.75	\$ 0.40	\$ 2,458.00	\$ 0.53	\$ 3,256.85	\$ 0.40	\$ 2,458.00
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	18,426	LF	\$ 0.40	\$ 7,370.40	\$ 0.57	\$ 10,502.82	\$ 0.25	\$ 4,606.50	\$ 0.40	\$ 7,370.40	\$ 0.40	\$ 7,370.40
462.01510	Thermoplastic Pavement Arrow	6	Each	\$ 250.00	\$ 1,500.00	\$ 283.64	\$ 1,701.84	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	171	Each	\$ 6.50	\$ 1,111.50	\$ 6.24	\$ 1,067.04	\$ 6.00	\$ 1,026.00	\$ 6.00	\$ 1,026.00	\$ 4.00	\$ 684.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	62	Each	\$ 6.50	\$ 403.00	\$ 6.24	\$ 386.88	\$ 6.00	\$ 372.00	\$ 6.00	\$ 372.00	\$ 4.00	\$ 248.00
464.02000	Perforated Sign Post	86	LF	\$ 25.00	\$ 2,150.00	\$ 13.61	\$ 1,170.46	\$ 10.00	\$ 860.00	\$ 16.00	\$ 1,376.00	\$ 12.00	\$ 1,032.00
464.02001	Perforated Sign Post Foundation, MCDOT Detail 2058	6	Each	\$ 150.00	\$ 900.00	\$ 283.64	\$ 1,701.84	\$ 210.00	\$ 1,260.00	\$ 125.00	\$ 750.00	\$ 350.00	\$ 2,100.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	66	SF	\$ 45.00	\$ 2,970.00	\$ 27.80	\$ 1,834.80	\$ 17.00	\$ 1,122.00	\$ 23.00	\$ 1,518.00	\$ 12.00	\$ 792.00
471.60043	No. 3 1/2 Pull Box	2	Each	\$ 300.00	\$ 600.00	\$ 340.37	\$ 680.74	\$ 600.00	\$ 1,200.00	\$ 200.00	\$ 400.00	\$ 700.00	\$ 1,400.00
471.60047	No. 7 Pull Box	3	Each	\$ 600.00	\$ 1,800.00	\$ 453.82	\$ 1,361.46	\$ 800.00	\$ 2,400.00	\$ 380.00	\$ 1,140.00	\$ 1,200.00	\$ 3,600.00
471.60057	No. 7 Pull Box w/ Extension	1	Each	\$ 800.00	\$ 800.00	\$ 482.19	\$ 482.19	\$ 900.00	\$ 900.00	\$ 525.00	\$ 525.00	\$ 1,500.00	\$ 1,500.00
471.61140	APS Power Service Construction	1	Lump Sum	\$ 17,062.00	\$ 17,062.00	\$ 9,823.02	\$ 9,823.02	\$ 5,000.00	\$ 5,000.00	\$ 10,970.00	\$ 10,970.00	\$ 20,000.00	\$ 20,000.00
471.61115	Sch. 80 PVC Electrical Conduit, 2" w/1/4" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Boring)	630	LF	\$ 15.00	\$ 9,450.00	\$ 22.69	\$ 14,294.70	\$ 13.00	\$ 8,190.00	\$ 38.45	\$ 24,223.50	\$ 30.00	\$ 18,900.00

				AJP Electric Inc.		Kimbrell Electric		Combs Construction Company Inc		Arizona Traffic Signal		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
		Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
471.61215	Sch. 80 PVC Electrical Conduit, 2 1/2" w/1/4" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Boring)	42	LF	\$ 20.00	\$ 840.00	\$ 28.36	\$ 1,191.12	\$ 16.00	\$ 672.00	\$ 44.00	\$ 1,848.00	\$30.00	\$ 1,260.00
471.61315	Sch. 80 PVC Electrical Conduit, 3" w/1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trenching)	23	LF	\$ 30.00	\$ 690.00	\$ 14.18	\$ 326.14	\$ 19.00	\$ 437.00	\$ 48.00	\$ 1,104.00	\$35.00	\$ 805.00
471.61415	Sch. 80 PVC Electrical Conduit, 4" w/1/4" Nylon Pull Rope and #8 Bare Copper Wire (Trenching)	89	LF	\$ 35.00	\$ 3,115.00	\$ 17.02	\$ 1,514.78	\$ 13.00	\$ 1,157.00	\$ 18.50	\$ 1,646.50	\$40.00	\$ 3,560.00
471.61416	Sch. 80 PVC Electrical Conduit, 4" w/1/4" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Boring)	507	LF	\$ 40.00	\$ 20,280.00	\$ 62.40	\$ 31,636.80	\$ 34.00	\$ 17,238.00	\$ 56.70	\$ 28,746.90	\$70.00	\$ 35,490.00
472.61300	Pole Foundation, Type Q	2	Each	\$ 2,500.00	\$ 5,000.00	\$ 3,970.96	\$ 7,941.92	\$ 3,000.00	\$ 6,000.00	\$ 4,200.00	\$ 8,400.00	\$3,200.00	\$ 6,400.00
472.61400	Pole Foundation, Type K or R	2	Each	\$ 2,500.00	\$ 5,000.00	\$ 3,970.96	\$ 7,941.92	\$ 3,000.00	\$ 6,000.00	\$ 5,100.00	\$ 10,200.00	\$3,200.00	\$ 6,400.00
472.62005	Service Pedestal Foundation	1	Each	\$ 800.00	\$ 800.00	\$ 476.52	\$ 476.52	\$ 1,000.00	\$ 1,000.00	\$ 870.00	\$ 870.00	\$1,000.00	\$ 1,000.00
472.63005	Control Cabinet Foundation	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 953.03	\$ 953.03	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00	\$2,500.00	\$ 2,500.00
472.63025	Traffic Signal Control Cabinet/Controller (Naztec 332 ATC 2070L) (Install Only)	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 1,957.12	\$ 1,957.12	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00
473.61000	6'x6' Detector Loop	4	Each	\$ 800.00	\$ 3,200.00	\$ 737.46	\$ 2,949.84	\$ 500.00	\$ 2,000.00	\$ 615.00	\$ 2,460.00	\$900.00	\$ 3,600.00
473.68000	Tomar Emergency Vehicle Pre-emption System (Install Only)	1	Each	\$ 2,800.00	\$ 2,800.00	\$ 1,179.94	\$ 1,179.94	\$ 1,500.00	\$ 1,500.00	\$ 1,320.00	\$ 1,320.00	\$2,000.00	\$ 2,000.00
473.71000	Video Detection System (Traficon)(4-Cameras) (Install Only)	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 1,957.12	\$ 1,957.12	\$ 1,800.00	\$ 1,800.00	\$ 2,100.00	\$ 2,100.00	\$2,000.00	\$ 2,000.00
473.71010	6' Pole Extension Camera Mount (Install Only)	1	Each	\$ 200.00	\$ 200.00	\$ 102.11	\$ 102.11	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$300.00	\$ 300.00
474.60581	Type Q Traffic Signal Pole w/ 40' Mast Arm (Install Only)	2	Each	\$ 1,500.00	\$ 3,000.00	\$ 3,216.48	\$ 6,432.96	\$ 600.00	\$ 1,200.00	\$ 3,000.00	\$ 6,000.00	\$2,000.00	\$ 4,000.00
474.60660	Type K-1 Traffic Signal Pole w/ 50' Mast Arm (Install Only)	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 3,698.67	\$ 3,698.67	\$ 700.00	\$ 700.00	\$ 3,900.00	\$ 3,900.00	\$2,000.00	\$ 2,000.00
474.60761	Type R Traffic Signal Pole w/ 50' Mast Arm (Install Only)	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 3,698.67	\$ 3,698.67	\$ 500.00	\$ 500.00	\$ 4,300.00	\$ 4,300.00	\$2,000.00	\$ 2,000.00
474.63005	Pedestrian Pushbutton w/R10-3d (LxR) (Bulldog Type) (Install Only)	8	Each	\$ 100.00	\$ 800.00	\$ 53.89	\$ 431.12	\$ 100.00	\$ 800.00	\$ 90.00	\$ 720.00	\$150.00	\$ 1,200.00
475.61120	Electrical Service Pedestal w/ Battery Back-up System (BBS) (Install Only)	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 414.11	\$ 414.11	\$ 7,000.00	\$ 7,000.00	\$ 1,135.00	\$ 1,135.00	\$1,500.00	\$ 1,500.00
475.63030	Communications Control Unit (ITS) (ICI) w/ Antennas & Radio	1	Each	\$ 60,000.00	\$ 60,000.00	\$ 33,106.46	\$ 33,106.46	\$ 5,000.00	\$ 5,000.00	\$ 34,300.00	\$ 34,300.00	\$30,000.00	\$ 30,000.00
476.02020	Traffic Signal Face (Pedestrian)(Man/Hand) (LED)(Install Only)	8	Each	\$ 300.00	\$ 2,400.00	\$ 53.89	\$ 431.12	\$ 600.00	\$ 4,800.00	\$ 240.00	\$ 1,920.00	\$100.00	\$ 800.00
476.61211	12" Signal Indication, Type 'F' Signal Face, Side Mount (Install Only)	8	Each	\$ 300.00	\$ 2,400.00	\$ 102.11	\$ 816.88	\$ 200.00	\$ 1,600.00	\$ 235.00	\$ 1,880.00	\$150.00	\$ 1,200.00
476.61213	12" Signal Indication, Type 'F' Signal Face, Plumbizer Mount (Install Only)	10	Each	\$ 300.00	\$ 3,000.00	\$ 102.11	\$ 1,021.10	\$ 200.00	\$ 2,000.00	\$ 145.00	\$ 1,450.00	\$150.00	\$ 1,500.00
477.61201	Luminaire, 20' Mast Arm (Install Only)	3	Each	\$ 200.00	\$ 600.00	\$ 156.00	\$ 468.00	\$ 100.00	\$ 300.00	\$ 210.00	\$ 630.00	\$200.00	\$ 600.00
477.82500	250 Watt HPS Luminaire (Horizontal Mount) (Install Only)	3	Each	\$ 200.00	\$ 600.00	\$ 53.89	\$ 161.67	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$100.00	\$ 300.00
477.90055	Internally Illuminated Street Name Sign	4	Each	\$ 7,700.00	\$ 30,800.00	\$ 6,790.34	\$ 27,161.36	\$ 6,000.00	\$ 24,000.00	\$ 7,000.00	\$ 28,000.00	\$8,500.00	\$ 34,000.00

				AJP Electric Inc.		Kimbrell Electric		Combs Construction Company Inc		Arizona Traffic Signal		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
		Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
478.01000	Electrical Conductors	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 18,379.87	\$ 18,379.87	\$ 15,000.00	\$ 15,000.00	\$ 12,600.00	\$ 12,600.00	\$ 5,500.00	\$ 5,500.00
SUBTOTAL WITHOUT TAX							\$ 293,407.30		\$ 278,740.34		\$ 244,378.35		\$ 313,768.25
TAX							16,782.90		15,943.95		13,978.44		18,198.56
TOTAL CALCULATED BY STAFF							\$310,190.20		\$294,684.29		\$258,356.79		\$331,966.81
TOTAL SUBMITTED BY BIDDER							\$310,190.20		\$294,684.29		\$258,365.79		\$331,966.81
Bid Bond Attached?						Yes		Yes		yes			
Contractor License Attached?						Yes		Yes		yes			
Is contract properly signed?						Yes		Yes		yes			
Business License Attached?						Yes		Yes		yes			
Exceptions to specifications?						No		No		No			

Exhibit C Bid Bond	yes	yes	yes
Notice of Invitation for Bid (Page 2)	yes	yes	yes
Exhibit G References	yes	yes	yes
Exhibit H Addenda Acknowledgement	n/a	n/a	n/a
Business License	yes	yes	yes
DBE/WBE	no	no	no
Exhibit B	yes	yes	yes

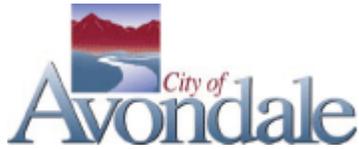
VICINITY MAP



October 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE

Eliseo C Felix Jr Way. & Van Buren St. Proposed Signal



CITY COUNCIL REPORT

SUBJECT:

Resolution 2771-908 - Canvass of Votes for the
September 2, 2008 Special Election

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk 623-333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that Council adopt a resolution canvassing the election results of the September 2, 2008 Special Election.

BACKGROUND:

The City of Avondale held a Special Election on Tuesday, September 2, 2008. In accordance with State Statute, City Council must canvass the election results no less than six days and no more than twenty days after the election.

RECOMMENDATION:

Staff recommends Council adoption of a resolution canvassing the results of the City of Avondale's September 2, 2008 Special Election.

ATTACHMENTS:

Click to download

 [RES 2771-908 Canvass of Election](#)

RESOLUTION NO. 2771-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON SEPTEMBER 2, 2008.

WHEREAS, the City of Avondale (the “City”) held a special election on September 2, 2008 (the “Election”) for consideration of (i) Question 1, expanding the May 15, 2001 voter authorization to include transportation projects and services, (ii) Question 2, eliminating the current two-tiered tax rate by increasing the tax rate on retail purchases in excess of \$5,000 from 1.5% to 2.5%, (iii) Question 3, providing for an amendment to Article II, Sections 3 and 4 of the Avondale City Charter, relating to term limits of the Mayor and Council, (iv) Question 4, providing for an amendment to Article VII, Sections 2 and 6 of the Avondale City Charter relating to roll call votes for ordinances and to reading ordinances and resolutions by number and title, (v) Question 5, providing for an amendment to Article XII, Section 2 of the Avondale City Charter relating to a technical correction for a typographical error and to the requirement that an ordinance be used for actions related to utility services; and

WHEREAS, the Election returns have been presented to and have been canvassed by the Council of the City of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the total number of ballots cast at the Election, as shown by the poll lists, was ____

SECTION 2. That the number of ballots to be verified was ____, and that voters found to be ineligible were ____.

SECTION 3. That the votes cast for Question 1 were as follows:

YES	1,669
NO	1,351

SECTION 4. That the votes cast for Question 2 were as follows:

YES	1,497
NO	1,764

SECTION 5. That the votes cast for Question 3 were as follows:

YES	1,983
NO	1,246

SECTION 6. That the votes cast for Question 4 were as follows:

YES	1,554
NO	1,581

SECTION 7. That the votes cast for the Question 5 were as follows:

YES	1,936
NO	1,264

SECTION 8. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Council of the City of Avondale, September 15, 2008.

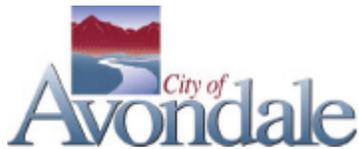
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2773-908 - Intergovernmental Agreement - Western Maricopa Enterprise Zone

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council: 1) adopt a resolution (attachment A) authorizing the creation of an enterprise zone and its boundaries; and 2) authorize the City to enter into an intergovernmental agreement (attachment B), with Maricopa County and other municipalities, to form the enterprise zone commission necessary to file an application for designation of the enterprise zone.

BACKGROUND:

The Western Maricopa Enterprise Zone (WMEZ) is an alliance of various municipal entities throughout the West Valley that promotes the State of Arizona's incentives to qualified businesses for locating new facilities within the Zone (attachment C). The Arizona State Legislature initially enabled the WMEZ effective January 1, 1994, for a period of five years with reauthorization in 1999; Avondale has been a member since its inception. In 2004 a new zone was established with new boundaries. The existing Zone expires in January 2009; the application for the new Western Maricopa Enterprise Zone is due on October 31, 2008. The proposed Enterprise Zone area for Avondale will be expanded to now include proposed developments along 99th Avenue.

DISCUSSION:

The mission of Arizona's Enterprise Zone Program is to encourage capital investment providing state income tax credits for job creation and real property reclassification tied to new capital investments. This type of incentive will assist Avondale's economy transitions from primarily a retail focus to one of job creation. In today's environment, where limited incentives are available, it is necessary to have all the potential tools available to remain competitive. The fact that the City will be participating in the WMEZ will be highlighted in marketing materials and assistance will be provided to any business that qualifies. This program is administered by WESTMARC, through a cooperative agreement with all the cities and Maricopa County.

BUDGETARY IMPACT:

The annual fee to cover WESTMARC's administrative costs is not to exceed \$1,310 and will be paid for through the Economic Development Opportunities Fund.

RECOMMENDATION:

Staff recommends the City Council: 1) approve a resolution (attachment A) authorizing the creation of an enterprise zone and its boundaries; and 2) authorize the City to enter into an intergovernmental agreement (attachment B), with Maricopa County and other municipalities, to form the enterprise zone commission necessary to file an application for designation of the enterprise zone.

ATTACHMENTS:

Click to download

 [RES 2773-908](#)

 [WMEZ 2008 Maps](#)

RESOLUTION NO. 2773-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE APPLICATION FOR CREATION OF AN ENTERPRISE ZONE; ESTABLISHING THE BOUNDARIES OF THE ENTERPRISE ZONE; AND AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND OTHER GOVERNMENTAL ENTITIES TO ESTABLISH THE ENTERPRISE ZONE COMMISSION.

WHEREAS, the City of Avondale (“Avondale”), the Cities and Towns of Buckeye, El Mirage, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Youngtown, the Gila River Indian Community and Maricopa County support and have, or will agree to the designation of a State Enterprise Zone within their boundaries (the “Western Maricopa Enterprise Zone”); and

WHEREAS, the Western Maricopa Enterprise Zone includes part or all of the incorporated Cities and Towns of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Youngtown, the Gila River Indian Community and Maricopa County; and

WHEREAS, ARIZ. REV. STAT. § 41-1522 provides that if the proposed enterprise zone includes part or all of one or more incorporated cities and towns, as well as part or all of the unincorporated portions of the county, a joint commission shall be established through an Intergovernmental Agreement under ARIZ. REV. STAT. § 11 -951 *et seq*; and

WHEREAS, it is possible that Maricopa County or one or more of the governmental entities contemplated as being included within the Western Maricopa Enterprise Zone may decline to have all or part of its territory included within the Western Maricopa Enterprise Zone, more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the formation of the Western Maricopa Enterprise Zone under the provisions of ARIZ. REV. STAT. § 41-1521 *et seq.*, is hereby authorized and approved for the area designated in Section 2 of this Resolution, subject, however, to any modification referred to in Section 7 of this Resolution.

SECTION 2. That the boundaries of the Western Maricopa Enterprise Zone (the “Zone Boundaries”) shall be as set forth in Exhibit A and wherein there shall be included the incorporated area of the City of Avondale.

SECTION 3. That the Mayor shall appoint one of the Council Members or another individual as representative of Council of the City of Avondale to serve on the Western Maricopa Enterprise Zone Commission.

SECTION 4. That the Intergovernmental Agreement between Avondale and the participating communities and Maricopa County (the “Agreement”) is hereby approved in the form attached hereto as Exhibit B and incorporated herein by this reference for the purpose of establishing (i) the Western Maricopa Enterprise Zone within the Zone Boundaries and (ii) the Western Maricopa Enterprise Zone Commission.

SECTION 5. That the Western Maricopa Enterprise Zone Commission is hereby authorized to submit an application on behalf of such Enterprise Zone Commission and on behalf of the participating governmental entities and Maricopa County for the proposed zone within the Zone Boundaries.

SECTION 6. That the proposed zone, as presently configured, will satisfy the size, population and poverty requirements established by the Arizona Department of Commerce.

SECTION 7. If the Agreement is not executed by sufficient parties or the map of the proposed zone is changed so as to fail to meet the size, population and poverty requirements established by ARIZ. REV. STAT. § 41-1523, the Mayors and Councils’ and the Maricopa County Board of Supervisors’ actions taken by this Resolution shall be deemed withdrawn.

SECTION 8. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute the Agreement and take all steps necessary to implement the purpose of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 15, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2773-908

[Zone Boundaries]

See following page.

Western Maricopa Enterprise Zone New Proposed Zone

Version #9 - 8/12/08

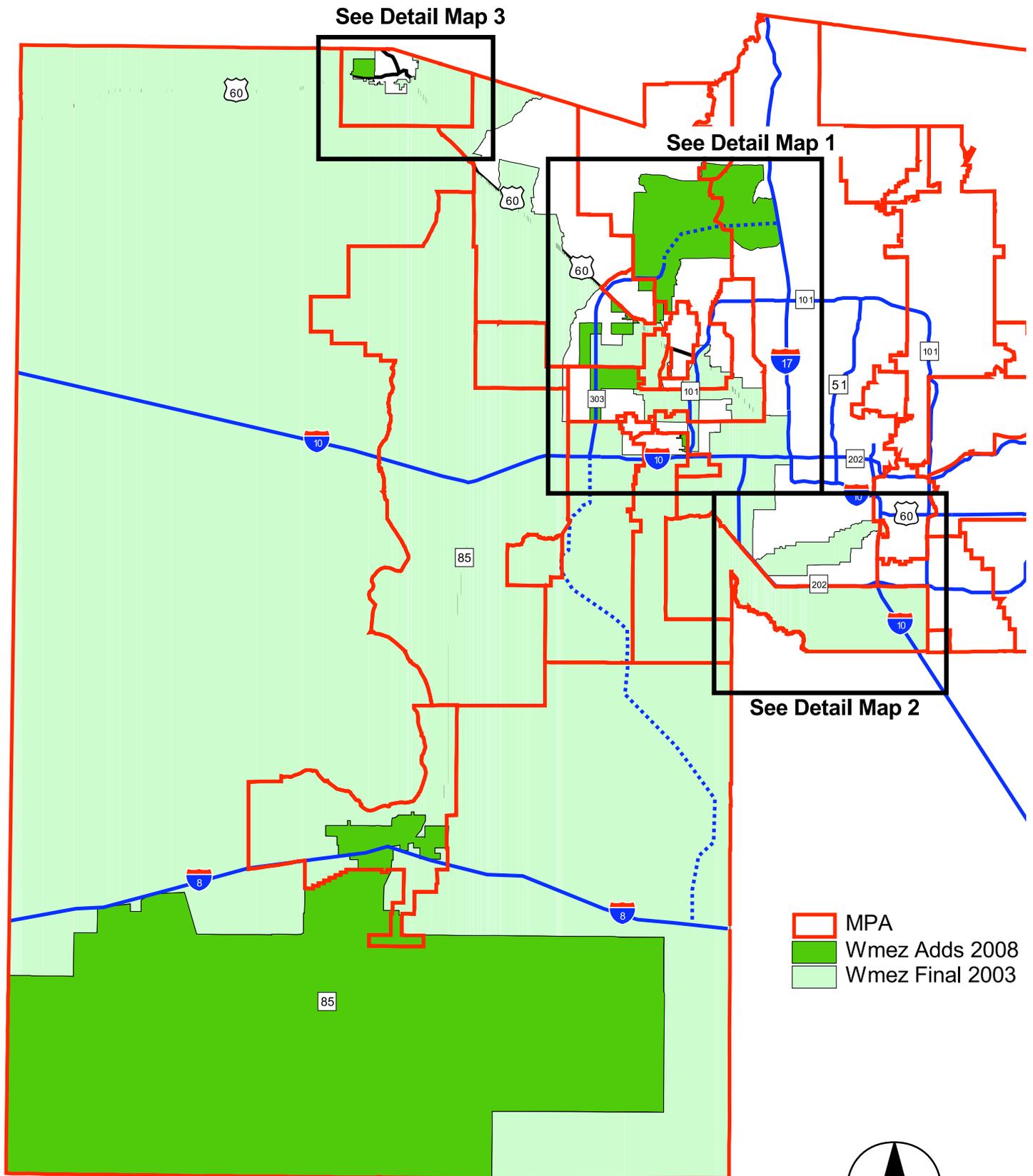


EXHIBIT B
TO
RESOLUTION NO. 2773-908

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
AMONG
THE GOVERNMENTAL ENTITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GILA
BEND, GLENDALE, GOODYEAR, GUADALUPE, PEORIA, PHOENIX,
SURPRISE, TOLLESON, WICKENBURG, YOUNGTOWN
AND
THE GILA RIVER INDIAN COMMUNITY AND THE COUNTY OF MARICOPA**

This Intergovernmental Agreement (hereinafter "Agreement") among the Cities/Towns of Avondale, Buckeye, El Mirage, Gila Bend, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Wickenburg, Youngtown each a municipal corporation, and the Gila River Indian Community and the County of Maricopa, a political subdivision of the State of Arizona, is entered into this 31st day of October, 2008.

WHEREAS, A.R.S. Secs. 41-1521, et seq., provides for the creation of enterprise zones; and

WHEREAS, this program's intent is to improve economically-depressed sections of municipalities and rural areas through the development of job creating land uses and the inducement of capital investment; and

WHEREAS, A.R.S. Sec. 41-1522 provides that if the proposed enterprise zone includes part or all of one or more incorporated cities or towns, as well as part or all of the unincorporated portions of the county, the governing body of the involved jurisdictions shall establish a joint commission through an Intergovernmental Agreement under A.R.S. Secs. 11-951, et seq.; and

WHEREAS, the Councils of the Cities/Towns of Avondale, Buckeye, El Mirage, Gila Bend, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Wickenburg, Youngtown and the Gila River Indian Community and the Board of Supervisors of the County of Maricopa desire to form such an Enterprise Zone Commission and each of said entities has adopted an appropriate resolution to create the Enterprise Zone Commission.

NOW, THEREFORE, in consideration of the mutual premises, covenants and undertakings as more particularly set forth below, the parties do hereby agree as follows:

1. The Enterprise Zone Commission provided for in A.R.S. Sec. 41-1522 (the "Commission") shall consist of one member designated by each of the undersigned.

2. The members of the Commission shall be duly elected or appointed representatives from the following political jurisdictions:

City of Avondale
Town of Buckeye
City of El Mirage
Town of Gila Bend
Gila River Indian Community

City of Peoria
City of Phoenix
City of Surprise
City of Tolleson
Town of Wickenburg

City of Glendale
City of Goodyear
Town of Guadalupe

Town of Youngtown
Maricopa County

3. The Chairman of the Commission shall be elected by the members of the Commission.

4. The Zone Administrator shall be appointed by the Commission.

5. This Agreement shall extend for the length of the approval of the zone by the State of Arizona Department of Commerce, unless and for such other period for which the enterprise zone is renewed for consecutive five-year terms as authorized by A.R.S. Sec. 41-1524(C).

6. The purpose of this Agreement is to carry out the legislative intent expressed in A.R.S. Secs. 41-1521, et seq.

7. This cooperative undertaking shall be financed by utilizing the existing staff resources of the Cities/Towns of Avondale, Buckeye, El Mirage, Gila Bend, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Wickenburg, Youngtown and the Gila River Indian Community and the County of Maricopa and such additional financing by the parties as may be agreed upon in the future. The administration of funds shall rest with a committee of the Commission appointed by the Chairperson, headed by the Secretary/Treasurer of the Commission, and assisted by the Zone Administrator. The Zone Administrator will serve as the Commission's fiscal agent.

8. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.

9. The proposed zone encompasses the area identified by the map attached hereto as **Exhibit A** and any approved extensions or deletions to its territory granted by the Arizona Department of Commerce.

10. The Chairman and Zone Administrator are hereby authorized to sign any necessary or desirable documents required to carry out the purpose and intent of this Agreement and A.R.S. Secs. 41-1521, et seq.

11. This Agreement shall be effective as of this 31st day of October, 2008.

CITY OF AVONDALE, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Avondale and (ii) that, as to the City of Avondale only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Avondale City Attorney

TOWN OF BUCKEYE, an Arizona
municipal corporation

Mayor

ATTEST:

Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Town of Buckeye and (ii) that, as to the Town of Buckeye only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Buckeye Town Attorney

CITY OF EL MIRAGE, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of El Mirage and (ii) that, as to the City of El Mirage only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

El Mirage City Attorney

TOWN OF GILA BEND, an Arizona
municipal corporation

Mayor

ATTEST:

Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Town of Gila Bend and (ii) that, as to the Town of Gila Bend only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Gila Bend Town Attorney

CITY OF GLENDALE, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Glendale and (ii) that, as to the City of Glendale only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Glendale City Attorney

CITY OF GOODYEAR, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Goodyear and (ii) that, as to the City of Goodyear only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Goodyear City Attorney

TOWN OF GUADALUPE, an Arizona
municipal corporation

Mayor

ATTEST:

Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Town of Guadalupe and (ii) that, as to the Town of Guadalupe only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Guadalupe Town Attorney

CITY OF PEORIA, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Peoria and (ii) that, as to the City of Peoria only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Peoria City Attorney

CITY OF PHOENIX, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Phoenix and (ii) that, as to the City of Phoenix only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Phoenix City Attorney

CITY OF SURPRISE, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Surprise and (ii) that, as to the City of Surprise only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Surprise City Attorney

CITY OF TOLLESON, an Arizona
municipal corporation

Mayor

ATTEST:

City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the City of Tolleson and (ii) that, as to the City of Tolleson only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Tolleson City Attorney

TOWN OF WICKENBURG, an Arizona
municipal corporation

Mayor

ATTEST:

Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Town of Wickenburg and (ii) that, as to the Town of Wickenburg only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Wickenburg Town Attorney

TOWN OF YOUNGTOWN, an Arizona
municipal corporation

Mayor

ATTEST:

Town Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Town of Youngtown and (ii) that, as to the Town of Youngtown only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Youngtown Town Attorney

MARICOPA COUNTY, a political subdivision
of the State of Arizona

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of Maricopa County and (ii) that, as to Maricopa County only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Maricopa County Attorney

GILA RIVER INDIAN COMMUNITY

President

ATTEST:

Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges (i) that he has reviewed the Agreement on behalf of the Gila River Indian Community and (ii) that, as to the Gila River Indian Community only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Gila River Indian Community Attorney

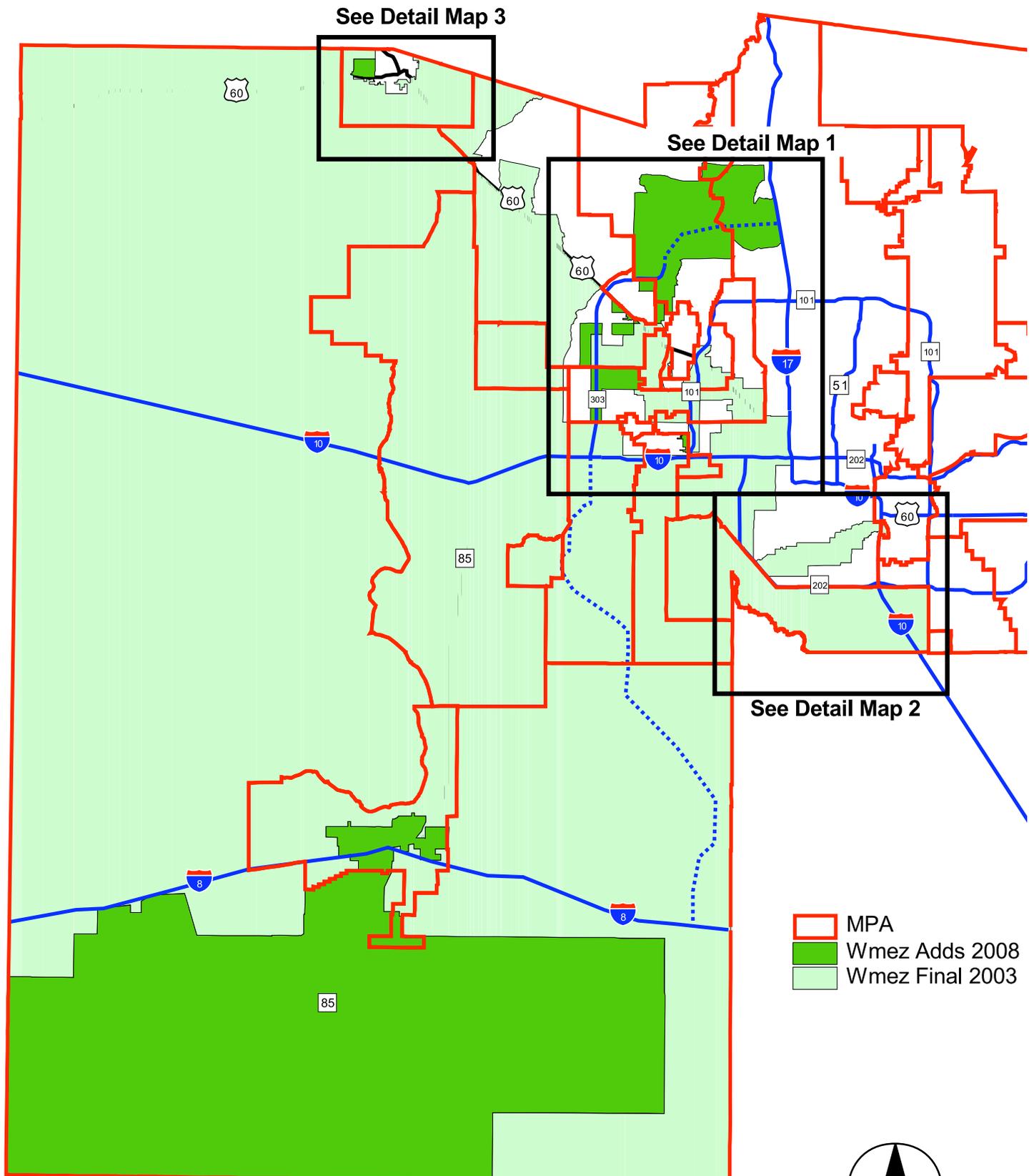
EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
AMONG
THE GOVERNMENTAL ENTITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GILA
BEND, GLENDALE, GOODYEAR, GUADALUPE, PEORIA, PHOENIX,
SURPRISE, TOLLESON, WICKENBURG, YOUNGTOWN
AND
THE GILA RIVER INDIAN COMMUNITY AND THE COUNTY OF MARICOPA

[Zone Boundaries]

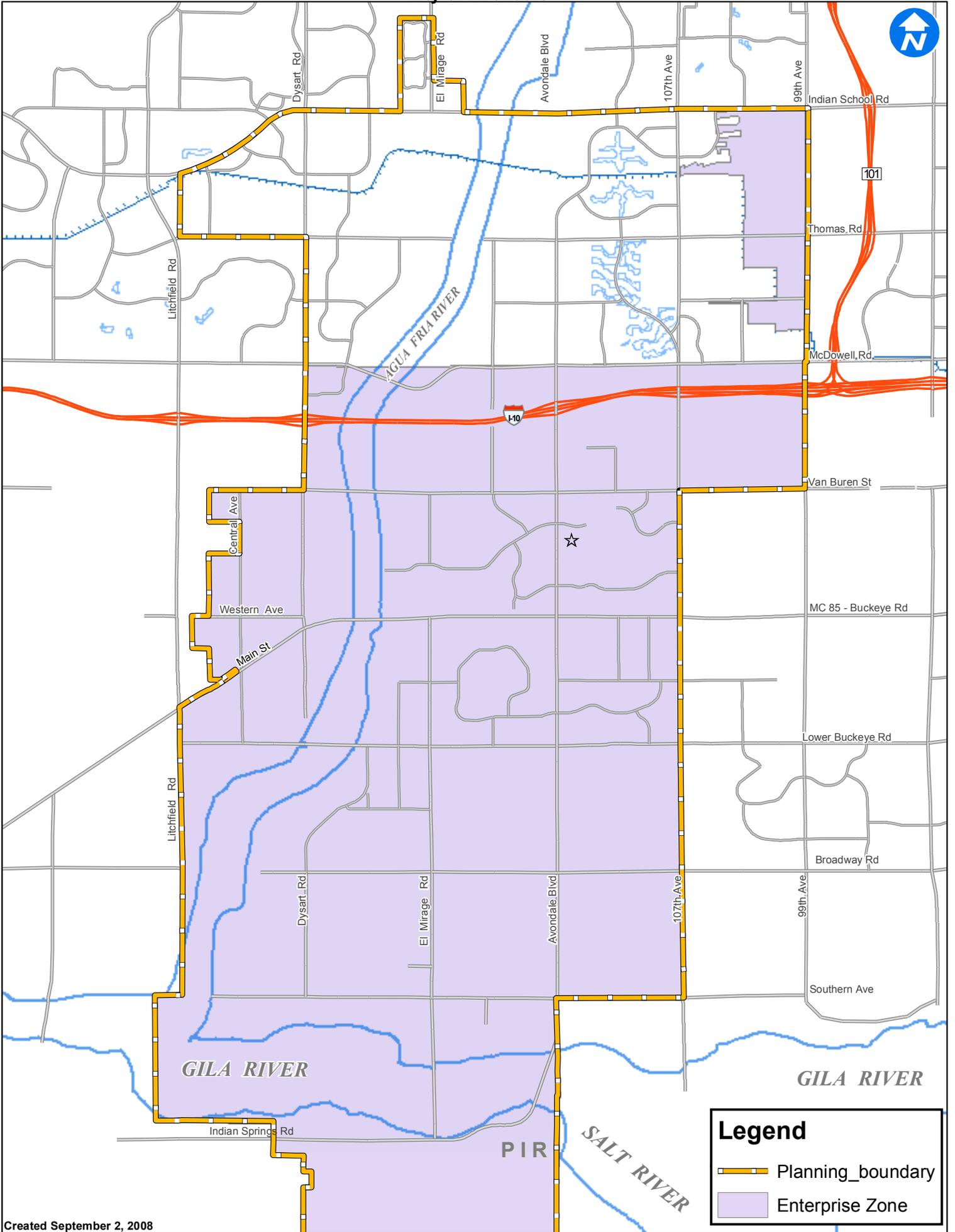
See following page.

Western Maricopa Enterprise Zone New Proposed Zone

Version #9 - 8/12/08



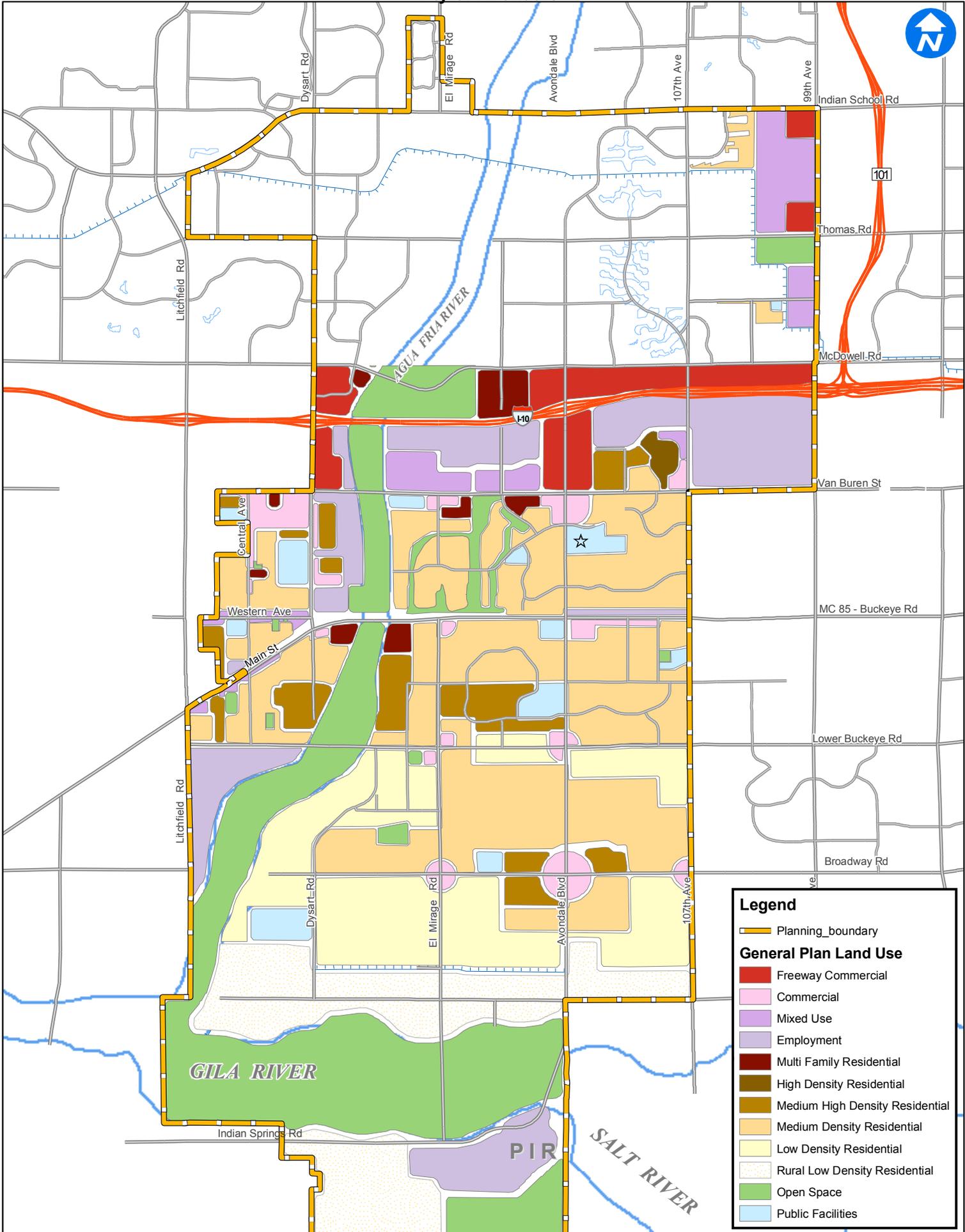
City of Avondale



Created September 2, 2008
0 0.25 0.5 0.75 1 Miles

Enterprise Zone

City of Avondale

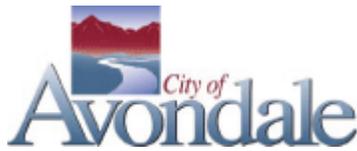


Legend

- Planning_boundary
- General Plan Land Use**
- Freeway Commercial
- Commercial
- Mixed Use
- Employment
- Multi Family Residential
- High Density Residential
- Medium High Density Residential
- Medium Density Residential
- Low Density Residential
- Rural Low Density Residential
- Open Space
- Public Facilities

Created September 2, 2008
 0 0.25 0.5 0.75 1
 Miles

Enterprise Zone General Plan Land Use



CITY COUNCIL REPORT

SUBJECT:

Resolution 2770-908 - Intergovernmental Agreement with Tolleson Union High School District for After-School Programs

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to adopt a resolution authorizing an Intergovernmental Agreement with Tolleson Union High School District for the purpose of cooperative programming and the use of school facilities.

BACKGROUND:

The Neighborhood and Family Services Department was charged with creating programming opportunities for Avondale youth and with developing partnerships with the schools. Consequently, the Youth Services Division received grant funding and developed Project REAL (Recreation, Education, Art and Leadership). Project REAL will provide students with a variety of free youth development programs and activities during after school hours through a partnership with La Joya Community High School. The program will run after school until 5:00 p.m. on regular school days. Programming will not be provided during holidays or school breaks. The program will begin on September 15, 2008 and run concurrently with the 2008 – 2009 and 2009-2010 school years. The programs and activities offered are designed to enhance self-esteem, values and life skills while providing youth with positive recreational outlets that promote physical activity and a healthy lifestyle. Funding is provided by a grant from the Gila River Indian Community.

DISCUSSION:

The proposed Intergovernmental Agreement (IGA) defines program parameters and establishes the duties and responsibilities of the school district and the city. The agreement enables the City of Avondale to utilize school district facilities at La Joya Community High School to offer a comprehensive youth development program to students during after school hours. The school district would permit the city to utilize school facilities at no cost. The agreement establishes that the city will provide all staff, supplies and volunteers for the delivery of programming at no cost to students or the district. The agreement also stipulates that the school district will provide annual student referral and truancy data to the city. This data is to be utilized for the sole purpose of grant reporting.

Project REAL will provide an opportunity for socialization in a safe environment. It will also offer peer tutoring through the National Honor Society. Student athletes will have access to Live Hoops, a non-profit organization providing academic assistance and collegiate planning. Plans are also underway to provide dance instruction.

The term of the agreement is from September 15, 2008 through October 30, 2010, with programming available during the 2008-2009 and 2009-2010 school years. Either party may terminate the agreement with a sixty (60) day written notice.

BUDGETARY IMPACT:

There is no direct general fund impact associated with the approval of this agreement. All program related expenses will be supported by the Gila River Indian Community grant.

RECOMMENDATION:

Staff recommends that the City of Avondale adopt a resolution authorizing an Intergovernmental Agreement with Tolleson Union High School District for the purpose of cooperative programming and the use of school facilities.

ATTACHMENTS:

Click to download

 [RES 2770-908](#)

RESOLUTION NO. 2770-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO AFTER SCHOOL YOUTH DEVELOPMENT AND RECREATION PROGRAMS.

WHEREAS, the Tolleson Union High School District No. 214 (the “District”) is dedicated to providing after school youth development and recreation programs for Avondale youth; and

WHEREAS, the City of Avondale (the “City”) desires to support the District in its efforts; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to after school youth development and recreation programs at La Joya Community High School.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to after school youth development and recreation programs at La Joya Community High School (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 15, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2770-908

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT #214
FOR
LA JOYA COMMUNITY HIGH SCHOOL AFTER-SCHOOL PROGRAMS

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 15, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Tolleson Union High School District #214, an Arizona school district (the "District"). The City and District are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

A. The City is authorized by Ariz. Rev. Stat. §§ 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 services that benefit the general public, including public safety, mitigation of impacts of gaming or promotion of commerce and economic development.

B. As part of the City's development of Project R.E.A.L. (Recreation, Education, Art and Leadership) (the "Project"), the City submitted a grant application (the "Grant Application") to the Gila River Indian Community (the "GRIC") for funding to implement the Project.

C. The GRIC has agreed to provide up to \$345,000.00 (the "Funds" or "Grant"), pursuant to Ariz. Rev. Stat. § 5-601.02, to fund the Project as well as other unrelated City initiatives.

D. The City and the District desire to enter into this Agreement to set forth their respective rights and obligations with respect to the implementation of the Project.

E. The City and the District desire to provide after school youth development and recreation programs for Avondale youth as part of the Project for La Joya Community High School ("LJCHS") students (the "Programs").

F. The Programs will include after-school programs and activities designed to enhance self-esteem, values and life skills while providing youth with positive recreational outlets that promote physical activity and a healthy lifestyle.

G. The Programs will be offered after school hours between the hours of 2:00 PM and 5:00 PM on regular school days.

H. The Programs will not be provided during holidays or school breaks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the duties and responsibilities of the Parties with respect to the Project and the Programs.

2. Term. The term of this Agreement shall run from September 8, 2008, concurrently with the 2008-2009 and 2009-2010 schools years, through October 30, 2010.

3. Appropriation of Funds. The provisions of this Agreement for implementation of the Project or Programs by the City and District shall be effective when funds are appropriated for purposes of this Agreement and are actually available to the City. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and shall keep the District fully informed as to the availability of funds for the Programs. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City.

4. Funds; Payment; Budget. The City shall receive all GRIC funding for the project. Neither the City nor the District shall have any duty to make any payments to the other Party for implementation of the Project or Programs. The City shall annually budget an amount appropriate to provide for implementation of the Project and Programs, to coordinate implementation with the District, or to otherwise meet its responsibilities under the Agreement. The District shall annually budget an amount appropriate to make the agreed-upon facilities available, provide the required insurance, or to otherwise meet its responsibilities under the Agreement.

5. City's Responsibilities. The City shall provide: (a) free, after-school programming for LJCHS students; (b) staff and volunteers to conduct said programming; (c) all equipment and supplies to be used during the Programs; and (d) sufficient insurance (i) covering such facilities and all of the Programs' participants and (ii) naming the District as additional insured as appropriate and loss payee. All programming will be jointly agreed upon at the annual planning meeting between City and District staff. All staff used to implement the Programs shall be City employees and shall be responsible for agreed-upon duties and responsibilities of the Program as directed by the City and the District. City employees agree to comply with the Family Education Rights and Privacy Act of 1974 (FERPA), in addition to all applicable Federal, State and District statutes, regulations and policies.

6. District's Responsibilities. The District shall provide: (a) the appropriate facilities, including but not limited to, classroom space, for conducting the Programs; (b) sufficient insurance (i) covering such facilities and all of the Programs' participants and (ii) naming the City as additional insured and loss payee, as appropriate; (c) use of athletic fields and courts when a request for the same does not conflict with school use; and (d) annual student referral and truancy data.

7. Implementation; Annual Meeting; Availability. The City and the District shall implement the Project as outlined in the Grant Application, including, but not limited to, providing timely reports that satisfy the Grant Application requirements. The staff shall begin implementing the Programs prior to the start date as determined by City and District representatives. An annual programming meeting will be conducted by representatives from the City and the District one month before the anniversary date of this Agreement to discuss the specific programs and activities for the next programming year. No Programs are guaranteed and any Programs are subject to staff and facility availability from both the City and the District.

8. Program Coordination. The Parties understand and specifically agree that the Programs and Programs' activities will be coordinated and modified by both Parties before the start of each program year and that the City will act as the overall program coordinator unless amended upon written agreement of the Parties.

9. Fingerprints and Background Checks. In accordance with Ariz. Rev. Stat. § 15-512 (as amended by House Bill 2694) City shall submit to the District a full set of fingerprints of any City employee or volunteer that will be used to implement the Programs. Fingerprints submitted shall be used to conduct a state and national criminal records check pursuant to Ariz. Rev. Stat. § 41-1750 and public law 92-544. Fingerprints and state and national criminal records checks shall be conducted pursuant to City's expense.

10. Facility Maintenance. All expenses, costs, and supplies associated with general facility maintenance for the Programs shall be the responsibility of the District.

11. Indemnification. To the fullest extent permitted by law, the District and City shall indemnify, and hold harmless each other, each other's agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes in conducting the Program. The District's and the City's duty to indemnify and hold harmless each other, each other's agents, representatives, officers, 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 negligent acts, errors, omissions or mistakes, related to the Programs.

12. Termination. This Agreement may be terminated by either Party at-will upon 60 days' written notice.

13. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no

presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14. Amendment. The Parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written agreement by each Party.

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

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

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

With copy to: GUST ROSENFELD, P.L.C.
 201 East Washington, Suite 800
 Phoenix, Arizona 85004-2327
 Attn: Andrew J. McGuire, Esq.

If to District: Tolleson Union High School District #214
 9801 West Van Buren Street
 Tolleson, Arizona 85353
 Attn: Dr. Kino Flores

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 (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. 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.

18. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona.

19. Conflict of Interest. This Agreement may be cancelled pursuant to Ariz. Rev. Stat. § 38-511.

20. Nondiscrimination. Each Party shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations regarding nondiscrimination, including the Americans with Disabilities Act.

21. Agreement Effective. This Agreement shall become effective after it is (a) approved by the City Council and the District Board, (b) executed by both Parties and (c) recorded with the Maricopa County Recorder and shall continue in effect for the Term set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT # 214, an Arizona school district

By: _____
Marie Lopez Rogers, Mayor

By: _____
Mike Watson, Governing Board
President

ATTEST:

ATTEST:

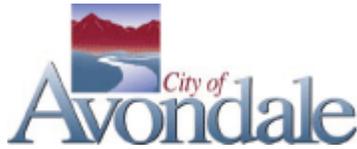
Carmen Martinez, City Clerk

Dr. Kino Flores, Superintendent

In accordance with the requirements of Ariz. Rev. Stat. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire
Avondale City Attorney

Jessica Sanchez
Attorney for Tolleson Union High School
District



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1328-908 - Right-of-Way Dedication on Main Street Adjacent to Raul & Theresa's Restaurant

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of additional right-of-way along Main Street from the owner of Raul & Theresa's which is needed to fit the MCDOT proposed section for Main Street and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documents.

DISCUSSION:

Raul & Theresa's is currently in a rezoning process to have property rezoned to the current use. Staff suggested that the additional right-of-way needed for the future proposed MCDOT street section of Main Street be dedicated at this time also (see vicinity map). Raul & Theresa's owner has agreed to dedicate the additional right-of-way for Main Street to the City.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance to accept the dedication of additional right-of-way along Main Street from the owner of Raul & Theresa's and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

[ORD 1328-908](#)

[Vicinity Map](#)

ORDINANCE NO. 1328-908

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That \pm 0.035 acres of real property, generally located east of Litchfield Road, south of Main Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby accepted by the City of Avondale from LH One, LLC, a Nevada limited liability company, for use as public right-of-way.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, September 15, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1328-908

[Legal description and map]

See following pages.

ALLIANCE LAND SURVEYING, LLC

Professional Land Surveyors in Arizona

DESCRIPTION
OF
519 W. MAIN STREET, AVONDALE, ARIZONA
RIGHT OF WAY DEDICATION

July 1, 2008
Revised: August 7, 2008

File No. 071119

A portion of the Southwest quarter of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being described as follows;

Commencing at the West quarter corner of said Section 15, being marked with a Brass Cap in Handhole that Bears North 01 degrees 42 minutes 59 seconds West 2644.02 feet from a Brass Cap in Handhole being the Southwest Corner of said Section 15;
Thence along the West line of the Southwest quarter of said Section 15 South 01 degrees 42 minutes 59 seconds East 1230.20 feet;
Thence North 55 degrees 40 minutes 45 seconds East 401.46 feet;
Thence South 06 degrees 12 minutes 45 seconds East 56.69 feet to a point on a line that is parallel with and 50.00 feet South of the Monument line of Main Street;
Thence along said parallel line North 55 degrees 40 minutes 45 seconds East 74.82 feet to the POINT OF BEGINNING;
Thence continuing along said parallel line North 55 degrees 40 minutes 45 seconds East 156.91 feet to a point on the beginning of a non-tangent curve, the center of which bears South 34 degrees 05 minutes 35 seconds East 4534.00 feet;
Thence Easterly along the arc of said curve through a central angle of 00 degrees 39 minutes 44 seconds an arc length of 52.41 feet;
Thence South 06 degrees 12 minutes 45 seconds East 16.00 feet;
Thence South 59 degrees 49 minutes 28 seconds West 202.31 feet to the POINT OF BEGINNING.

Comprising of 1,522.00 Square Feet, subject to all easements of record.

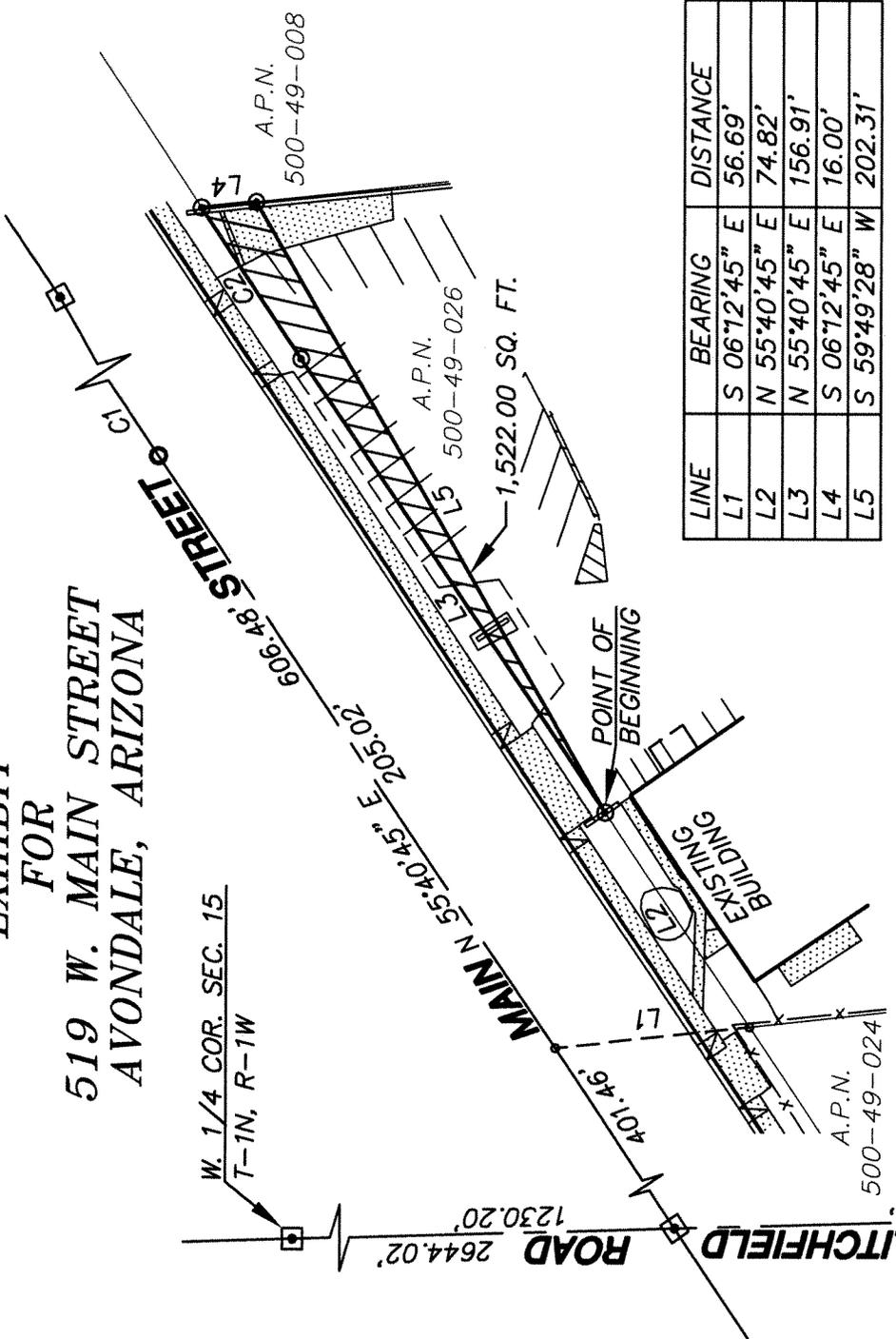


Phoenix
7900 North 70th Avenue, Suite 104 Glendale, Arizona 85303
Phone (623) 972-2200 | Fax (623) 972-1616

Tucson
PO BOX 89865 | Tucson, Arizona 85752
Phone (520) 825-1402 | Fax (623) 972-1616

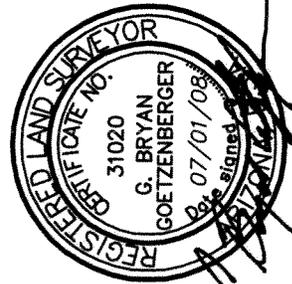
E-mail: contactus@azals.com

**EXHIBIT
FOR
519 W. MAIN STREET
AVONDALE, ARIZONA**



LINE	BEARING	DISTANCE
L1	S 06°12'45" E	56.69'
L2	N 55°40'45" E	74.82'
L3	N 55°40'45" E	156.91'
L4	S 06°12'45" E	16.00'
L5	S 59°49'28" W	202.31'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	4584.00'	384.41'	04°48'17"
C2	4534.00'	52.41'	00°39'44"



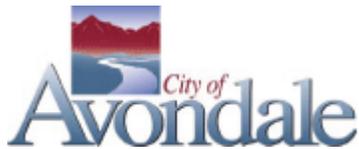
ALLIANCE LAND SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS IN ARIZONA
7900 N. 70TH AVENUE SUITE 104, GLENDALE, ARIZONA 85303
623-972-2200 OFFICE • 623-972-1616 FAX

PREPARED: 07/01/08
REVISED: 08/07/08
PROJECT NO.: 071119

N.T.S.

VICINITY MAP





CITY COUNCIL REPORT

SUBJECT:

Resolution 2772-908 - Renaming the Old Town Avondale Library

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Daniel Davis, Parks, Recreation and Libraries Director (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution renaming the Old Town Avondale Library.

DISCUSSION:

During the meeting of July 7, 2008, Council directed to staff to research the naming of the Old Town Library in memory of Mr. Sam Garcia. Mr. Garcia was a life-long resident of Avondale and owned and operated Garcia's Market, now known as Food City. Mr. Garcia was an active civic leader who organized toy and food drives and was an active, contributing member of many local organizations. Mr. Garcia passed away earlier this year, his funeral was attended by numerous people who spoke of his contributions to the local community and remembered him as a man of compassion and generosity. Staff presented Council the recommendation from the Parks and Recreation and Library Advisory Boards, along with library patron survey results. During the work session held on September 8th, Council directed staff to prepare a resolution and provide alternative names for consideration. The following are a few options:

- Sam Garcia Library
- Sam Garcia Historic District Library
- Sam Garcia Western Avenue Library
- Old Town Avondale-Sam Garcia Library

BUDGETARY IMPACT:

If Council decides to change the name of the Old Town Library, the cost to modify the existing back-lit lettering on the exterior of the building would be approximately \$10,000, which could be paid from the Library construction budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution renaming the Old Town Avondale Library.

ATTACHMENTS:

Click to download

[RES 2772-908](#)

RESOLUTION NO. 2772-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, NAMING THE NEWLY CONSTRUCTED BRANCH CITY LIBRARY ON WESTERN AVENUE.

WHEREAS, the City of Avondale (the “City”) has recently completed construction of a new branch library located on Western Avenue in the historic Old Town area (the “New Library”) of the City; and

WHEREAS, Sam Garcia was a life-long resident of the City of Avondale and throughout that period served as a contributing member of many highly valued community service projects and organizations; and

WHEREAS, the Council of the City of Avondale has determined that in recognition of the exceptional community service that Mr. Garcia has provided to the City and its residents, it is appropriate that the New Library be named in his honor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the New Library is hereby named and shall be hereafter be known as “The _____ Library” in thankful recognition for Sam Garcia’s many years of devoted and unwavering service to the City and its residents.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 15, 2008.

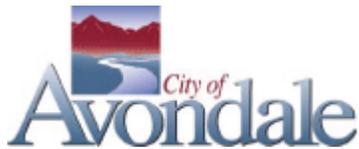
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Reimbursement Agreement with Litchfield Park for
Costs Related to the Phoenix Goodyear Airport
Superfund Site

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Reimbursement Agreement between the Cities of Litchfield Park and Avondale to share engineering services costs in an amount not to exceed \$15,000 per year related to the Phoenix Goodyear Airport Superfund Site and authorize the Mayor or City Manager and City Clerk to execute the agreement. The Council will take appropriate action.

BACKGROUND:

The northern portion of the Phoenix Goodyear Airport Superfund Site (PGA-North) is the subject of remediation and clean up efforts by the Environmental Protection Agency to remedy soil and groundwater contamination caused by the former Unidynamics Phoenix, Inc. Studies show that the contaminants found in the groundwater in the area of PGA-North are migrating north towards Litchfield Park and Avondale. Litchfield Park's engineer has contracted with Clear Creek & Associates (Clear Creek) to perform certain monitoring and testing services and reports related to PGA-North and City staff agree that Clear Creek has the required expertise to perform the services described in the Reimbursement Agreement. Staff also agree it is in the best interest of Avondale to share costs related to these engineering services with Litchfield Park.

DISCUSSION:

The Reimbursement Agreement allows for reimbursement by Avondale to Litchfield Park for reports prepared by Clear Creek. The reports will set forth the results of monitoring and testing services performed by Clear Creek related to PGA-North. Litchfield Park will invoice Avondale for the costs of services that benefit Avondale only, and for 50% of the costs that jointly benefit Avondale and Litchfield Park. The Agreement allows termination by either party with 30 days written notice.

BUDGETARY IMPACT:

Staff estimate that costs from this Agreement will not exceed \$15,000 per year. Funding for this Agreement is available in the Water Resources Department Operating Budget 501-9110-00-6180 (Other Professional Services).

RECOMMENDATION:

Staff recommends that the City Council approve the Reimbursement Agreement between the Cities of Litchfield Park and Avondale to share engineering services costs in an amount not to exceed \$15,000 per year related to the Phoenix Goodyear Airport Superfund Site and authorize the Mayor or City Manager and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

 [Reiumbursement Agreement](#)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is entered into _____, 2008 between the City of Litchfield Park, an Arizona municipal corporation ("Litchfield Park") and the City of Avondale, an Arizona municipal corporation ("Avondale"). Avondale and Litchfield Park are referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The northern portion of the Phoenix Goodyear Airport Superfund Site ("PGA North Superfund Site") is the subject of remediation and clean up efforts by the Environmental Protection Agency to remedy soil and groundwater contamination caused by the former Unidynamics Phoenix, Inc.

B. Studies show that the contaminants found in the groundwater in the area of the PGA North Superfund Site are migrating north towards the corporate boundaries of Litchfield Park and Avondale.

C. Litchfield Park's City Engineer, W. C. Scoutten & Associates, has contracted with Clear Creek Associates ("Clear Creek"), to perform certain monitoring and testing services and reports related to the PGA North Superfund Site.

D. The Parties agree that Clear Creek has the required expertise to perform the monitoring, testing and related Reports described herein.

E. It is in the best interest of the Parties to share some costs related to the services performed by Clear Creek that benefit both Litchfield Park and Avondale.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Monitoring and Testing Reports. Litchfield Park shall instruct its City Engineer to provide to Avondale (a) the reports prepared by Clear Creek for Litchfield Park setting forth the results of the monitoring and testing services performed by Clear Creek (the "Services") related to the PGA North Superfund Site (the "Reports") and (b) an invoice for the cost of such Services. Such invoice shall separately set forth (a) the costs for Services that benefit only Avondale, (b) costs for Services that benefit only Litchfield Park and (c) costs for Services that jointly benefit Avondale and Litchfield Park. In the event Litchfield Park or Avondale disagree with the allocation of costs in the invoice from Clear Creek, the Party disputing the item shall request a meeting with the other Party within ten (10) days from receipt of the invoice by the Party disputing the item. The Parties shall meet and attempt to resolve the dispute. If the Parties

cannot resolve the dispute within thirty (30) days from the request for a meeting, then the Party disputing the item shall have all remedies available to it at law or equity.

2. Reimbursement by Avondale. Avondale shall reimburse Litchfield Park (a) 100% of the costs for Services that benefit only Avondale and (b) fifty percent (50%) of the costs for Services that jointly benefit Avondale and Litchfield Park.

3. Payments. Avondale shall pay its portion of the invoice received from Litchfield Park within thirty (30) days from receipt of the invoice by Avondale.

4. General Provisions.

4.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to Litchfield Park: City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, Arizona 85340
Facsimile: (623) 935-5427
Attn: City Manager

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

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 (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

4.2 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

4.3 Headings. The descriptive headings of the sections and subsections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

4.4 Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

4.5 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

4.6 Termination. This Agreement may be terminated by either Party with or without cause upon thirty (30) days written notice to the other Party; provided however, that upon termination, the terminating Party shall pay all amounts due by it under this Agreement and any such termination shall not modify this requirement.

4.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

4.8 Attorneys' Fees and Costs. If any Party brings a legal action either because of a breach of the Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

4.9 Third Parties. There are no third party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.

4.10 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

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

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

“Litchfield Park”

CITY OF LITCHFIELD PARK, an Arizona municipal corporation

By: _____
Thomas L. Schoaf, Mayor

ATTEST:

By: _____
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

By: _____
Susan D. Goodwin, City Attorney

“Avondale”

CITY OF AVONDALE, an Arizona municipal corporation

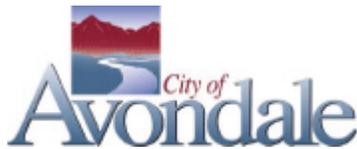
By: _____
Marie Lopez Rogers, Mayor

ATTEST:

By: _____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Update on Creation of an Environmental Affairs Commission

MEETING DATE:

September 15, 2008

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will update the City Council on the proposed structure of an Environmental Affairs Commission.

BACKGROUND:

At the July 7, 2008 City Council meeting, the Council discussed the creation of an environmental affairs commission. Following that meeting, staff set forth creating a proposed structure for a new Environmental Commission which would re-task the current Water and Wastewater Advisory Board to identify environmental issues affecting Avondale, help identify specific resource conservation goals and environmental practices to reduce costs and support sustainability, and advise the Mayor and City Council on other such pertinent issues. City departments which may be involved with the discussions of this proposed Commission provided input regarding the structure for this Commission.

DISCUSSION:

With the suggestion that the Water and Wastewater Board serve as the foundation for a new Environmental Affairs Commission, staff moved forward in creating a structure for the new Commission which would consist of 11 members including the eligible six members of the Water and Wastewater Advisory Board, one representative of the Avondale Youth Advisory Commission or an interested youth from the community, and four members to be determined through the City's current Board, Commission and Committee recruitment process. Staff suggested that keeping the size of the committee to 11 members would provide adequate participation on subcommittees, yet still be feasible in size for conducting business during general meetings. It is envisioned that the Commission would meet at least four times per year with the subcommittees meeting as needed, or at least once per year.

It is proposed that three subcommittees be formed with the following goals and possible projects:

The **Policy Subcommittee** will focus on sustainable energy policy and oversee policy development, including the assessment of environmental conditions and the development, updating, and review of plans for the long-term environmental sustainability of the City. The Policy Subcommittee will also serve as the reviewing body for all issues related to the City's water and wastewater utility services. Possible projects of the Policy Subcommittee may include, but are not limited to:

- Establishing energy/environmental goals for the City (US Conference of Mayors Climate Protection goals, Urban Environmental Accord goals, etc)
- Becoming a recognized Tree City by Tree City USA
- Becoming a full fledged Energy Star partner agency
- Explore opportunities for the City's fleet services (alternative fuels, hybrid vehicles in fleet, modifying driving/idling patterns)

- Solar projects at City facilities
- Retrofit streetlights to LED
- Promote planting of desert adapted trees to increase shading and reduction of CO2 gases
- Design of future City facilities or remodel of current facilities
- Water, Wastewater and Sanitation rate study reviews and recommendations services
- Submit through the City Manager to the City Council an annual report on or before January 20. City staff shall assist the Committee in producing the report which should provide accomplishments of the previous year as well as make suggestions to the City Manager and City Council to consider as budget priorities are determined.

The **Operations Subcommittee** will focus on sustainable energy practices including conserving energy for existing City facilities, building and renovating City facilities using sustainable energy features, promoting the use of solar and other renewable energy sources, and promoting the use of alternative fuels in city fleet vehicles. Possible projects of the Operations Subcommittee may include but are not limited to:

- Explore opportunities for the City's fleet services (alternative fuels, hybrid vehicles in fleet, modifying driving/idling patterns)
- Solar projects at City facilities
- Retrofit streetlights to LED
- Promote planting of desert adapted trees to increase shading and reduction of CO2 gases
- Promote the reduction of turf area, where appropriate, at City facilities and encourage the use of desert adapted/native vegetation for landscaping. Utilize the expertise the City's contracted landscaping company and the City's Water Conservation Education Specialist to determine the appropriate vegetation to include in landscaping plans
- Installation of electric charging stations at appropriate City facilities
- NPDES and dust control compliance requirements

The **Education Subcommittee** will focus on educational and outreach opportunities with Avondale residents regarding environmental initiatives and efforts. This Subcommittee may also work on efforts geared to increasing the awareness of City employees to the City's environmental and sustainability efforts. Possible projects of the Education Subcommittee may include but are not limited to:

- Promote alternative modes of transportation
- Promote planting of desert adapted trees to increase shading and reduction of CO2 gases
- Award nominations
- NPDES and dust control compliance awareness
- Water conservation and usage

Proposed bylaws of the Commission are included. It should be noted that staff proposes that the Policy Subcommittee serve as the reviewing body for all issues and items related to the City's water and wastewater utility services much in the same manner as the Water and Wastewater Advisory Board operated.

Should the City Council recommend moving forward with the creation of the Commission, staff anticipates the first meeting of the Commission to occur in early 2009.

BUDGETARY IMPACT:

While there is no budgetary impact at this time with the creation of this Commission, it is anticipated that future program or project requests may be recommended to the City Council which will require funding. It is anticipated that such programs or projects will be reviewed as part of the current budget and capital improvement program process.

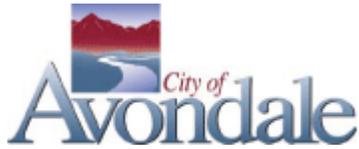
RECOMMENDATION:

For information and discussion purposes only.

ATTACHMENTS:

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No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 15, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk 623-333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to (i) ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a current lease subject to dispute, (ii) ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with the City Manager, City Attorney and Economic Development Director relating to the sale of City-owned real property and (iii) ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City's Attorney regarding (a) zoning reversions and (b) real property nuisance abatements within the City.

ATTACHMENTS:

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