

# CITY COUNCIL AGENDA

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

REGULAR MEETING  
March 1, 2010  
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 SCHEDULED PUBLIC APPEARANCES

a. Senator John Nelson will present an overview of the State Budget

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Regular Meeting of February 1, 2010
2. Work Session of February 8, 2010
3. Regular Meeting of February 8, 2010

b. AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH HOUSING OUR COMMUNITIES INC.

City Council will consider a request to approve an amendment to the Subrecipient Agreement with Housing our Communities to increase the amount of the agreement by \$485,000 for the purpose of assisting low-moderate-middle income families with the purchase of foreclosed homes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. CONSTRUCTION CONTRACT AWARD - CARSON CONSTRUCTION FOR CDBG STREET AND SIDEWALK IMPROVEMENTS

City Council will consider a request to award a construction contract to Carson Construction for the CDBG Street and Sidewalk Improvement Project in the amount of \$574,020.85 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONTRACT AMENDMENT - U.S. FOODS SERVICE

City Council will consider a request to approve a first amendment to the contract with U.S. Food Service to provide food and supplies for the Senior Meals Program and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

**e. DESIGN AND CONSTRUCTION CONTRACT - SALT RIVER PROJECT FOR THE AVONDALE AND ENCANTO BOULEVARD IMPROVEMENT PROJECT**

City Council will consider a request to approve a contract with Salt River Project for the design and construction of the required irrigation improvements for the Avondale and Encanto Boulevard Project in the amount of \$72,866.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5 DISCUSSION ITEMS**

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

**a. The Mayor would like to discuss with the City Council the possibility of moving City Council meetings from the first and third Monday of each month to avoid conflicts associated with Monday holidays.**

**6 EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the City Judge's annual evaluation.

**7 ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

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

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



# CITY COUNCIL REPORT

**SUBJECT:**

Senator John Nelson will present an overview of the State Budget

**MEETING DATE:**

March 1, 2010

**TO:** Mayor and Council

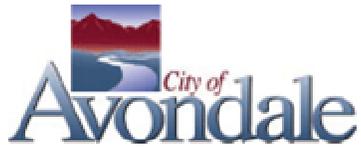
**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
March 1, 2010

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

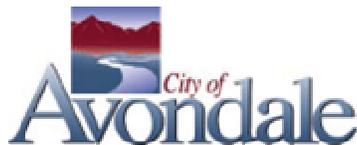
**PURPOSE:**

1. Regular Meeting of February 1, 2010
2. Work Session of February 8, 2010
3. Regular Meeting of February 8, 2010

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment to a Subrecipient Agreement with Housing Our Communities Inc.

**MEETING DATE:**

March 1, 2010

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623)333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an increase of \$485,000 to the amount of a Subrecipient Agreement with HOC (the "Agreement") for the purpose of assisting low-moderate-middle income families with the purchase of foreclosed homes. Funding for the Agreement is from the Neighborhood Stabilization Program (NSP). The additional funding is re-allocated from NSP Demolition and Administration activities and will increase the agreement from \$1,730,000 to \$2,215,000.

**BACKGROUND:**

HOC is ahead of schedule in completing the Agreement and will expend all existing funds by April 30, 2010, six months ahead of schedule. Homebuyer recruiting through HOCs homebuyer education workshops has been very successful and insufficient funding is currently available in the Agreement to assist all eligible buyers actively shopping for a home. Through this program 20 homes have been purchased and an additional 20 are in the process of being purchased. Additional funds will extend the number of foreclosed properties purchased (and homebuyers assisted) to approximately 50 and allow the services to extend until the October 30, 2010 as originally planned. Recommended re-allocation amounts are approximately as follows: 1) Demolition: \$185,000; 2) Administration: \$183,500; 3) Balance of previously reallocated Homebuyer Funds \$116,500.

**DISCUSSION:**

NSP Administrative funds can not be drawn after September 30, 2010 therefore the balance must be reallocated. NSP Demolition funds were not expended to the extent originally estimated because one property was donated not purchased and other properties were not available for purchase. Given the deadlines for commitment of the funds, it is imperative that funds be moved to enable the City to expend funds within required federal time frames. The October 19, 2009 City Council amendment of the NSP plan also provides authority to reallocate the funds without additional approval from the U.S. Department of Housing and Urban Development.

**BUDGETARY IMPACT:**

The NSP funds are provided to the City in the form of a grant and do not require matching funds. There is no impact on the General Fund.

**RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to the Subrecipient Agreement with Housing our Communities to increase the amount of the agreement by \$485,000 for the purpose of assisting low-moderate-middle income families with the purchase of foreclosed homes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The amendment will increase the agreement from \$1,730,000 to \$2,215,000.

## ATTACHMENTS:

Click to download

📄 [Agreement](#)

**FIRST AMENDMENT  
TO  
SUBRECIPIENT AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HOUSING OUR COMMUNITIES, INC.**

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (this “First Amendment”) is made as of March 1, 2010 by and between the City of Avondale, an Arizona municipal corporation (the “City”), and Housing Our Communities, Inc. (formerly known as Housing for Mesa, Inc.), an Arizona non-profit corporation (the “Subrecipient”).

**RECITALS**

A. The City and the Subrecipient entered into a Subrecipient Agreement dated as of March 9, 2009 (the “Agreement”), pursuant to which Subrecipient agreed to perform homebuyer assistance services (the “Services”) through the City’s Home Buying Assistance Program (the “Program”).

B. The City has funded the Subrecipient’s performance of the Services with Neighborhood Stabilization Program (“NSP”) funds from the United States Government under Title III of Division B of the Housing and Economic Recovery Act of 2008.

C. The City desires to allocate an additional \$485,000.00 in NSP funds (“Additional Funds”) to make available to the Subrecipient to perform additional services in furtherance of the Program (“Additional Services”).

D. The City also desires to amend the Scope of Work, attached to the Agreement as Exhibit C, to revise the requirements with regard to seller discounts in order to comport with guidance recently issued by the U.S. Department of Housing and Urban Development (“HUD”).

D. The City and Subrecipient desire to amend the Agreement to provide for the Additional Services and to amend the Scope of Work, attached to the Agreement as Exhibit C, to comply with the HUD guidance.

**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 Subrecipient hereby agree to amend the Agreement as follows:

1. Scope of Work. The Scope of Work attached to the Agreement as Exhibit C is hereby replaced by the Amended Scope of Work, attached to this First Amendment as Exhibit 1 and incorporated herein by reference, which Amended Scope of Work includes the Additional Services and updates the requirements with regard to seller discounts to comport with recently issued HUD guidance.

2. Compensation. The Subrecipient's total compensation under the Agreement shall be increased by no more than \$485,000.00 from \$1,730,000.00 to \$2,215,000.00 to include the Additional Funds in the Program's budget as more particularly set forth in the Amended Budget, attached to this First Amendment as Exhibit 2 and incorporated herein by 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 Subrecipient 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

**“Subrecipient”**

HOUSING OUR COMMUNITIES, INC.,  
an Arizona non-profit corporation

By: \_\_\_\_\_

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

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

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
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 \_\_\_\_\_, 2010,  
by \_\_\_\_\_ as \_\_\_\_\_ of HOUSING OUR  
COMMUNITIES, INC., an Arizona non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO THE  
SUBRECIPIENT AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HOUSING OUR COMMUNITIES, INC.

[Amended Scope of Work]

1. Program Description; Background. The Neighborhood Stabilization Program (“NSP”), Title III of Division B of the Housing and Economic Recovery Act of 2008 (“HERA”), appropriated \$2,466,039 for the City of Avondale (the “City”) to assist in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development (“HUD”) issued regulations on September 29, 2008 (the “Regulations”) specifying the activities that may be undertaken by local governments for the use of such funds. This Subrecipient Agreement secures services for a homebuyer assistance program (“Program”) eligible under the Regulations. The total funding for the Program is approximately \$2,130,000, subject to availability by HUD (the “Program Funds”). It is expected that approximately 60 homebuyers will be assisted with the Program Funds. The Subrecipient will select the qualified homebuyers using one of two methods: a) 100% consumer-based program whereby the Subrecipient assists a qualified homebuyer purchase the home or b) a secondary approach whereby the Subrecipient purchases the home, refurbishes the home and resells it to a qualified homebuyer (“the Secondary Approach”). The Program is designed to be consumer driven; however, under certain circumstances the selected Vendor may utilize the Secondary Approach upon prior approval from the City for the reasons specified below.

2. Scope of Work. The Subrecipient shall implement all aspects of the Program including contract administration, marketing, Real Estate Owned (“REO”) property identification, application intake and determining whether the homebuyers are qualified under the Regulations, homebuyer counseling, homebuyer education, purchase negotiation and contract transactions with REO, loan servicing and long-term compliance. The Subrecipient will implement the Program which will convert vacant, foreclosed, bank-owned and sometimes stripped-out homes into refurbished homes owned and occupied by low, moderate and middle income homeowners. Pursuant to HERA, the initial expenditure of the Program Funds must be used within the first 18 months of receipt. The Subrecipient may select the qualified homebuyers using either the 100% consumer-based program or the Secondary Approach upon prior approval from the City. Under the consumer-based program the homes are purchased directly by the homeowners who will be guided through the process by the Subrecipient. Under the Secondary Approach the homes are purchased by the Subrecipient and resold to the homebuyer. The City may approve the Subrecipient’s use of the Secondary Approach to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.

The Subrecipient will primarily perform the following activities in the conduct of the Program: 1) homebuyer education and counseling; 2) down payment and closing cost assistance to buyers; and 3) rehabilitation of homes. Approximately 60 homes will be converted in Target Neighborhoods (See *Avondale Neighborhoods Targeted for NSP Funds* located in Exhibit E). Homes will be purchased from banks at a discount of at least 1% (less than the current market appraised value). Eligible homebuyers are low-moderate-middle income persons with household income not greater than 120% of the HUD Area Median Income. If the homes are first acquired by the Subrecipient, the sales price to the eligible homeowner must be no greater than the cost of acquisition and rehabilitation (including delivery costs). Eligible homebuyers shall occupy the home as their only residence. Each homebuyer assisted with Program Funds will receive and complete at least eight hours of homebuyer counseling from a HUD-approved counseling agency. Homebuyers will obtain a mortgage from a lender who agrees to comply with bank regulators guidance for non-traditional mortgages. All mortgages will be 30-year fixed prevailing rate loans. Debt ratios for homebuyers may not exceed 31% for the house payment and 41% total debt (33/41). Monetary assistance provided to homeowners will be in the form of a no-interest, soft second loan which will be recaptured at the time of sale or refinance of the home. Recaptured funds will be used to assist a subsequent homeowner for the purpose of meeting long term affordability provisions of the HOME Program as stipulated in 24 C.F.R. § 91.254.

The Subrecipient will administer the Program in accordance with the HERA, its subsequent HUD regulations titled: (Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recover Act 2008 (HERA); Notice) and the Code of Federal Regulations 24 C.F.R. part 570, CDBG Community Development Block Grants (“CDBG”) as amended by the HERA.

The Subrecipient(s) shall be responsible for all components of Program whether performed directly or under contract by a subcontractor which include but may not be limited to the following:

- a. Provide technical assistance to the general public in connection with the daily operation of the Program.
- b. Perform contract administration according to written administrative procedures to ensure effective, consistent implementation of the Program.
- c. Market and promote the Program ensuring that all citizens have access regardless of language or other accessibility obstacles.
- d. Conduct buyer recruitment process qualifying applicants for compliance with HERA and CDBG regulations and ensuring they progress to the education and counseling process.
- e. Providing formal homebuyer education curriculum compliant with HERA.

- f. Provide homebuyer counseling to assist new homebuyer(s) with finding a foreclosed home to buy, obtaining a mortgage lender and title company and assist buyer with all aspects of the homebuyer process as necessary.
- g. Identify REO owned foreclosed properties for sale and negotiate sales contracts securing discounts in accordance with the HERA.
- h. Establish working relationships with REOs and institute streamlined procedures for accessing available homes, appraisals, purchase contracts and receiving discounts of 1%.
- i. Assist with the acquisition of homes at a 1% discount from appraised value.
- j. Rehabilitate homes in compliance with the Minimum Basis Housing Rehabilitation Standards of the Maricopa County HOME Consortium as necessary.
- k. Resell homes to qualified homebuyers at a cost no greater than the cost to acquire, rehabilitate and transfer ownership.
- l. Provide grants for closing costs and loans for down payments determining assistance to homebuyer based on home affordability with respect to buyer's income and debt ratios not to exceed 33% house payment and 41% total debt (33/41).
- m. Coordinate, repair and rehabilitate homes with City housing rehabilitation providers or other providers including Subrecipient resources as necessary using HUD 203 (K) loans and other mechanisms to postpone rehabilitation until after the home purchase.
- n. Conduct environmental reviews of homes that comply with 24 C.F.R. Part 58 and lead paint assessment compliant with 24 C.F.R. Part 35.
- o. Conduct inspections of homes for compliance with local building codes and Housing Quality Standards ("HQS") standards.
- p. Accomplish homeownership in some cases, with prior approval by the City, by acquiring, rehabilitating and re-selling the property to a HERA qualified buyer. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.
- q. Work in cooperation with Sustainable Home Ownership ("SHO") Initiative to acquire, rehabilitate and sell foreclosed properties to HERA qualified buyers, ensure seamless service provision for clients, increase capacity of individual non-profit members and work cooperatively to ensure efficient transfer of clients and information between jurisdictions.

r. Prepare Deeds of Trust and Promissory Notes necessary to secure down payment and closing cost assistance as no-interest, due-on-sale loans for assisted buyers and ensuring 100% recapture to meet affordability requirement of 24 C.F.R. Part 92. The City shall be listed as the beneficiary for all loans.

s. Prepare monthly electronic progress reports for the City which lists the assisted properties and their completion status and other reports as required.

t. Prepare and submit reports, inspection records, lien releases, warranties, as required by the City.

u. Prepare semi-annual small, minority, disadvantaged, women business enterprises and labor surplus area firms and Contractor and Subcontractor Activity Reports for submission to the City as required by HUD.

v. Perform loan servicing for all loans including enforcement of loan affordability compliance.

3. Down Payment and Closing Cost Assistance. Program Funds may be used to pay down payment and closing costs for the purchase of a home by a buyer qualified according to HERA regulations. Program assistance for down payment on homes may not exceed \$30,000 and \$5,000 for closing costs. A total of \$35,000 is allowed.

4. Housing Rehabilitation. Program Funds may be used to repair and rehabilitate homes as necessary to bring them up to local building code and HQS standards. The Subrecipient will ensure that energy efficiency improvements and green building standards are included in each rehabilitation work write-up. Repair and rehabilitation costs may not exceed \$40,000 per home. In most cases, the rehabilitation should occur after the new homebuyer purchases the home using HUD 203 (K) loans and other mechanisms to postpone rehabilitation until after the home purchase.

5. Acquisition/Rehabilitation. The Program is designed to be consumer driven; however, acquisition by the Subrecipient is an eligible activity upon prior approval of the City. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 18 month initial expenditure deadline is imminent.

6. Eligible Beneficiaries. Eligible beneficiaries of Program assistance are homebuyers with a projected annual household gross income that does not exceed 120% of the HUD Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. Income must be determined and verified according to HUD guidelines. Homebuyers must have sufficient credit and income to obtain a sufficient mortgage to participate in the Program. Buyer must contribute a minimum of 1% of the sales price from their own funds. The Subrecipient will cooperate with the City to ensure outreach to City teachers and public safety personnel to meet the City's goals to house 10 teachers and 10 public safety personnel. The Subrecipient will cooperate with agencies currently operating City funded

homebuyer assistance programs to cross refer applicants and to accept client referrals as appropriate. Qualified applicants enrolled in current City homebuyer assistance programs will be given priority for assistance with Program Funds if current program funds are expended prior to those applicants receiving assistance.

7. Eligible Property Types. Homes that have been foreclosed upon, are REO owned and located within the Target Neighborhoods as identified on the map *Avondale Neighborhoods Targeted for NSP Funds* located in Exhibit E. Eligible property types are single-family detached homes and townhomes.

8. Required Property Standards. Purchased homes must meet all City codes and ordinances as well as HQS pursuant to 24 C.F.R. 982.401. The Subrecipient shall inspect (or have inspected by a third party) each home prior to closing. The results of the inspection are to be documented in writing. Work required to correct City Code violations or the presence of lead-based paint must be documented. If lead is abated, lead clearance is to be performed by a certified lead clearance professional. Homes to be purchased must meet accessibility standards if prospective occupants require special accommodations.

9. Maximum Home Price. The purchase price of the homes may not exceed \$300,000 and must be discounted by 1% from the current market appraised value for each property. Market appraised value is to be determined by a appraisal pursuant to the Uniform Relocation Act as further defined in the Code of Federal Regulations 49 C.F.R. § 24.103 and completed within 60 days prior to making an offer.

10. Minimum and Maximum Program Funds Investments. The maximum investment is \$75,000. The minimum investment is \$1,000.

11. Terms of Assistance to Homebuyers. Subrecipient must comply with the following terms of assistance to Program homebuyers:

a. Closing Costs Grants. Closing Costs shall be provided in the form of a grant.

b. Down Payment Loans. Down payment assistance must be offered in the form of a loan due to federal affordability requirements. A purchased home must remain occupied by the assisted low, middle, or moderate income family for a period of affordability corresponding to the level of assistance as stipulated in 24 C.F.R. Part 91.254 and indicated below or if the home is sold prior to the specified period of affordability a pro-rata share of the assistance must be paid back to the beneficiary. The City shall be listed as the beneficiary for all loans. All down payment loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and shall have a term equal to or greater than the affordability period. The City will ensure affordability through a 100% recapture of funds. Assistance will be provided to homeowners as a no-interest soft-second mortgage that is due on sale or refinancing. Recaptured funds will be used to assist subsequent qualified low, middle or moderate income buyers.

Minimum Periods of Affordability Homeownership	
Assistance Amounts	Minimum Period of Affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

12. Financial Underwriting. The Subrecipient is to review all primary mortgages prior to providing the assistance to ensure the following: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; and 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for maximum total debt (33/41).

13. Subordination of Down Payment Loan to Primary Mortgage Lender. Subrecipient down payment loan should be in second lien position but may subordinate further if necessary. No Subrecipient shall subordinate its loan position for the purpose of refinancing a primary mortgage if refinancing results in “cash-out” to the homeowner or an increase from the original monthly housing payment.

14. Eligible Costs. Eligible costs are acquisition, disposition, down payment, principle buy-down, closing costs, rehabilitation and accessibility improvements.

15. Eligible Soft Costs. Eligible soft costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, property inspection fees, housing counseling fees, homeownership education fees, Subrecipient services, lead testing services, environmental services, affirmative marketing and building permits.

16. Program Income. All program income received both during the Agreement and after Agreement expiration shall be used to assist homebuyers with purchasing homes in the City. Any activity related to the use of Program Funds will be provided in an annual report to the City.

17. Local Service Provision. The Subrecipient shall provide homebuyer education, homebuyer counseling and foreclosure prevention services locally making use of the City’s public buildings and specifically the Avondale Housing Resource Center. It is understood that such services will also be provided regionally from other locations.

18. Subrecipient Homebuyer Assistance Policies and Procedures. Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their Proposal.

- a. Staffing and Administrative Structure
- b. Marketing and advertising methodology
- c. Application approval and waiting list procedures

- d. Financial underwriting standards (maximum debt ratio of 33/41)
- e. Procurement procedures
- f. Construction inspection process and payment procedures
- g. Housing maintenance counseling procedures
- h. Loan closing and recordation process
- i. Loan servicing policies and procedures
- j. Lien release procedures
- k. Grievance and quality assurance procedures
- l. Program income policies and procedures
- m. Accounting procedures
- n. Refinance and subordination policies
- o. File retention procedures.

19. Liaison. The Subrecipient will be expected to maintain communication with City Staff and attend meetings as required with the City and other city, local and federal officials.

20. Schedule of Completion. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the primary schedule below. The Subrecipient Agreement term is from April 1, 2008 to June 30, 2013.

The following schedule estimates the approximate timeline to assist approximately 60 homebuyers with a 100% consumer based program.

Primary Schedule of Completion – 100% Consumer Based Model	
Task	Timeline
Start Homebuyer Education Classes	April 1, 2009
Complete 3 Home Purchases	July 30, 2009
Complete 5 Home Purchases	October 28, 2009
Complete 20 Home Purchases	January 30, 2009
Complete 30 Home Purchases	April 31, 2009
Complete 40 Home Purchases	July 31, 2010
Complete 50 Home Purchases	October 30, 2010
Reuse Program Income and additional NSP Funds if Received – 60 Home Purchases	June 30, 2013

21. Subrecipient

Primary Contact:

John R. Smith  
 President  
 Housing Our Communities, Inc.  
 251 West Main Street, Suite 2  
 Mesa, Arizona 85201  
 (480) 649-1335  
[john@housingourcommunities.org](mailto:john@housingourcommunities.org)

Secondary Contact:

Stacy Neal  
 Vice President  
 Housing Our Communities, Inc.  
 251 West Main Street, Suite 2  
 Mesa, Arizona 85201  
 (480) 649-1335  
[stacy@housingourcommunities.org](mailto:stacy@housingourcommunities.org)

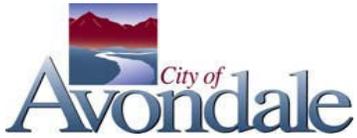
22. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for Program transactions.

Andrew Rael  
 CDBG Manager  
 1007 South Third Street  
 Avondale, Arizona 85323  
 623-333-2715  
[arael@avondale.org](mailto:arael@avondale.org)

EXHIBIT 2  
TO  
FIRST AMENDMENT  
TO THE  
SUBRECIPIENT AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HOUSING OUR COMMUNITIES, INC.

[Amended Budget]

See following page.



**City of Avondale Budget**

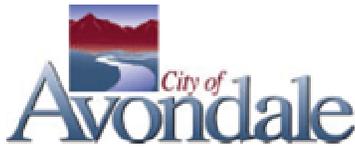
Recipient	Housing Our Communities		Date	3/1/2010	
Contract No		Contract Period	March 9, 2009 to June 30, 2013	Amendment No.	2
Activity	NSP Homebuyer Assistance Program		Amendment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Recipient Address	251 W. Main Street, Suite 2, Mesa, Arizona		Zip	85201	
Contact Person	Stacy Neal	email	<a href="mailto:stacy@housingourcommunities.org">stacy@housingourcommunities.org</a>	Phone	480-649-1335
NFS Representative	Andrew Rael	email	<a href="mailto:rael@avondale.org">rael@avondale.org</a>	Phone	623-333-2715

**Budget amendments must be approved in advance by the City of Avondale.**

Budget Line Item	Original Budget NSP Funds	Amendment 1 NSP Funds	Amendment 2 NSP Funds		Total Budget
Property Acquisition	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00		\$ 140,000.00
Down Payment and Closing Cost Assistance	\$ 832,500.00	\$ 832,500.00	\$ 1,082,759.00		\$ 1,082,759.00
Homebuyer Assistance Services	\$ 220,500.00	\$ 220,500.00	\$ 220,500.00		\$ 220,500.00
Education and Counseling	\$ 117,000.00	\$ 117,000.00	\$ 124,241.00		\$ 124,241.00
Property Transfer Costs	\$ 28,500.00	\$ 20,000.00	\$ 3,000.00		\$ 3,000.00
Rehabilitation	\$ 391,500.00	\$ 391,500.00	\$ 642,000.00		\$ 642,000.00
Program Equipment/Materials	\$ -	\$ 8,500.00	\$ 2,500.00		\$ 2,500.00
Totals	1,730,000	1,730,000	2,215,000.00		2,215,000.00

	1/22/2010	Vice President	
Recipient Authorized Signature (for amendment)	Date	Title	Date

		For City Use Only	
NFS Representative (for amendment)	Date		NFS Director (for amendment)



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - Carson Construction  
for CDBG Street and Sidewalk Improvements

**MEETING DATE:**

March 1, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Carson Construction for the CDBG Street and Sidewalk Improvement Project in the amount of \$574,020.85 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On April 6, 2009, Council approved a Professional Services Agreement with Wood Patel to provide design services for the CDBG Street and Sidewalk Improvement Project. The purpose of this project is to reconstruct streets, improve drainage and driving conditions, and extend the life expectancy of streets located within the project area. The project area is from Central Avenue to La Jolla Boulevard, Brinker Drive to Loma Linda Boulevard (see attached vicinity map).

The pavement has not received regular maintenance treatments such as crack sealing and patching and is extensively cracked and deteriorated. The pavement conditions are now at a point where routine maintenance measures are not enough to extend the life of the roads and they require more extensive reconstruction. The project will also replace water lines and appurtenances and sidewalk ramps.

**DISCUSSION:****SCOPE OF WORK:**

The scope of work for this project includes:

- Installation of approximately ½ mile of 8-inch waterline
- Reconstruction of 0.8 miles of streets
- Installation of new fire hydrants and water service lines
- Installation of new ADA compliant sidewalk ramps

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on December 11 and December 15, 2009, and the Arizona Business Gazette on December 10, 2009. The Engineering Department held a pre-bid meeting on December 23, 2009. Bids were opened on January 7, 2010 and it was found that there was a discrepancy in the Invitation for Bid that created a concern. This was corrected and the project was re-advertised and Requests-for-Bid notices were published in the West Valley View on January 22 and January 26, 2010, and the Arizona Business Gazette on January 21, 2010. Fourteen (14) bids were received and opened on February 11, 2010. Each bid package was reviewed and eight (8) bidders met the bidding requirements. The eight (8) firms

meeting the bid requirements and the amount of their bids are as follows:

<b>BIDDER</b>	<b>BID AMOUNT</b>	<b>M/DBE</b>
Carson Construction	\$574,020.85	No
SDB, Inc.	\$985,013.00	No
R.K. Sanders, Inc.	\$991,986.94	No
Gunsight Construction	\$669,395.90	No
Sahuaro Contracting	\$752,287.19	No
Visus, Inc.	\$662,158.08	No
Sellers & Sons	\$620,332.20	No
Blucor	\$603,170.45	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid. Carson Construction, with a bid of \$574,020.85 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Carson Construction to be competent and qualified for this project. Carson Construction has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The contract is on file with the City Clerk.

#### **SCHEDULE:**

A tentative construction schedule is as follows:

<b>PROJECT MILESTONES</b>	<b>TARGET DATES</b>
Issue Notice of Award	03/02/10
Pre-Construction Conference	03/10/10
Issue Notice to Proceed	04/01/10
Begin Construction	04/05/10
Completion	10/04/10

#### **BUDGETARY IMPACT:**

Funding in the amount of \$386,785.56 is available in CIP Street Fund Line Item No. 304-1162-00-8420 (CDBG Street and Sidewalk Improvements), and \$187,235.29 is available in CIP Water Fund Line Item No. 514-1162-00-8520 (CDBG Water Improvements).

#### **RECOMMENDATION:**

Staff recommends that the City Council approve a construction contract with Carson Construction for the CDBG Street and Sidewalk Improvement Project in the amount of \$574,020.85 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

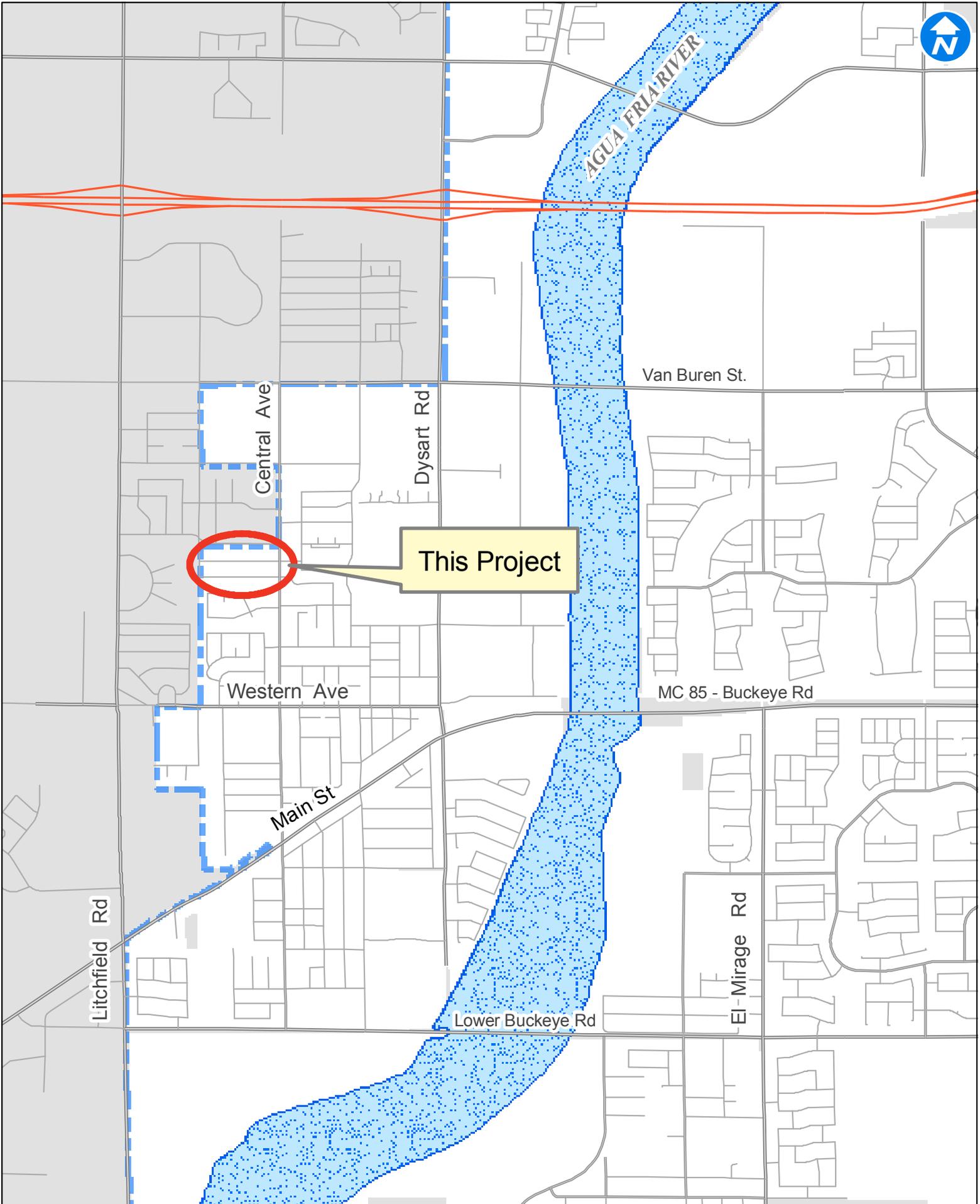
#### **ATTACHMENTS:**

Click to download

[📄 Vicinity Map](#)

[📄 Bid Tab](#)

# VICINITY MAP



**BID TABULATION**  
**ST1162 CDBG Streets, Sidewalks Waterline Improvements (EN10-041.2)**  
**BID DATE: February 11, 2010**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Carson		SDB Inc.		R.K. Sanders, Inc.		Goldstein & Lucra Const		Spire		T & T Const	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
106.20000	Quality Assurance and Material Testing	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 10,500.00	\$ 10,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00	\$ 53,333.33	\$ 53,333.33	\$ 6,000.00	\$ 6,000.00	\$ 6,850.00	\$ 6,850.00
107.03000	NPDES/SWPPP	1	LS	\$ 850.00	\$ 850.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,200.00	\$ 7,200.00	\$ 6,453.70	\$ 6,453.70	\$ 3,000.00	\$ 3,000.00	\$ 2,685.00	\$ 2,685.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
107.15000	Community Relations (Allowance)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Staking, Surveying and Layout	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,850.00	\$ 5,850.00	\$ 7,870.37	\$ 7,870.37	\$ 3,000.00	\$ 3,000.00	\$ 5,370.00	\$ 5,370.00
108.01010	As-Built Documentation	1	LS	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ 3,703.70	\$ 3,703.70	\$ 100.00	\$ 100.00	\$ 1,610.00	\$ 1,610.00
109.09000	Mobilization/Demobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 12,800.00	\$ 12,800.00	\$ 6,000.00	\$ 6,000.00	\$ 70,000.00	\$ 70,000.00	\$ 4,629.63	\$ 4,629.63	\$ 29,000.00	\$ 29,000.00	\$ 11,300.00	\$ 11,300.00
301.01000	Subgrade Preparation	9330	SY	\$ 2.25	\$ 20,992.50	\$ 0.94	\$ 8,770.20	\$ 2.40	\$ 22,392.00	\$ 5.00	\$ 46,650.00	\$ 3.24	\$ 30,229.20	\$ 2.00	\$ 18,660.00	\$ 3.55	\$ 33,121.50
310.03000	Aggregate Base Course	4,120	TON	\$ 11.00	\$ 45,320.00	\$ 8.13	\$ 33,495.60	\$ 15.50	\$ 63,860.00	\$ 15.00	\$ 61,800.00	\$ 11.02	\$ 45,402.40	\$ 17.00	\$ 70,040.00	\$ 10.95	\$ 45,114.00
317.01000	Asphalt Milling (2")	3,074	SY	\$ 3.00	\$ 9,222.00	\$ 2.34	\$ 7,193.16	\$ 2.50	\$ 7,685.00	\$ 2.00	\$ 6,148.00	\$ 2.45	\$ 7,531.30	\$ 2.50	\$ 7,685.00	\$ 3.35	\$ 10,297.90
317.03000	2" Overlay	400	TON	\$ 51.75	\$ 20,700.00	\$ 71.11	\$ 28,444.00	\$ 77.00	\$ 30,800.00	\$ 100.00	\$ 40,000.00	\$ 57.61	\$ 23,044.00	\$ 50.00	\$ 20,000.00	\$ 62.25	\$ 24,900.00
321.00200	3" Asphaltic Concrete Base Course (COP 12.5 mm)	1,600	TON	\$ 51.00	\$ 81,600.00	\$ 61.50	\$ 98,400.00	\$ 64.00	\$ 102,400.00	\$ 62.00	\$ 99,200.00	\$ 57.61	\$ 92,176.00	\$ 50.00	\$ 80,000.00	\$ 60.30	\$ 96,480.00
329.01000	Bituminous Tack Coat	2	TON	\$ 150.00	\$ 300.00	\$ 1,000.00	\$ 2,000.00	\$ 377.00	\$ 754.00	\$ 600.00	\$ 1,200.00	\$ 150.93	\$ 301.86	\$ 150.00	\$ 300.00	\$ 770.00	\$ 1,540.00
340.01108	4" Vertical Curb & Gutter MAG 220 Type A	480	LF	\$ 10.00	\$ 4,800.00	\$ 7.50	\$ 3,600.00	\$ 10.00	\$ 4,800.00	\$ 11.05	\$ 5,304.00	\$ 10.07	\$ 4,833.60	\$ 10.00	\$ 4,800.00	\$ 7.50	\$ 3,600.00
340.01121	Concrete Ribbon Curb, MAG 220 Type "B" Modified	656	LF	\$ 9.00	\$ 5,904.00	\$ 7.50	\$ 4,920.00	\$ 10.00	\$ 6,560.00	\$ 11.05	\$ 7,248.80	\$ 10.07	\$ 6,605.92	\$ 10.00	\$ 6,560.00	\$ 10.00	\$ 6,560.00
340.01130	Vertical Curb & Gutter, MAG 220-1, Type C	1,621	LF	\$ 9.00	\$ 14,589.00	\$ 7.50	\$ 12,157.50	\$ 10.00	\$ 16,210.00	\$ 11.05	\$ 17,912.05	\$ 10.07	\$ 16,323.47	\$ 7.00	\$ 11,347.00	\$ 7.50	\$ 12,157.50
340.01210	Concrete Sidewalk, MAG Std 230 (4")	7,038	SF	\$ 2.00	\$ 14,076.00	\$ 1.94	\$ 13,653.72	\$ 3.00	\$ 21,114.00	\$ 2.92	\$ 20,550.96	\$ 2.61	\$ 18,369.18	\$ 2.00	\$ 14,076.00	\$ 1.90	\$ 13,372.20
340.01210	Concrete Sidewalk, MAG Std 230 (6")	2,045	SF	\$ 3.00	\$ 6,135.00	\$ 2.67	\$ 5,460.15	\$ 3.80	\$ 7,771.00	\$ 4.03	\$ 8,241.35	\$ 3.85	\$ 7,873.25	\$ 2.50	\$ 5,112.50	\$ 2.70	\$ 5,521.50
340.01360	Sidewalk Ramp, City of Tempe T-326 (R=30)	10	EA	\$ 840.00	\$ 8,400.00	\$ 1,000.00	\$ 10,000.00	\$ 400.00	\$ 4,000.00	\$ 455.00	\$ 4,550.00	\$ 490.75	\$ 4,907.50	\$ 1,500.00	\$ 15,000.00	\$ 1,030.00	\$ 10,300.00
340.01600	ConcreteValley Gutter & Apron, MAG 240	2,642	SF	\$ 4.25	\$ 11,228.50	\$ 3.56	\$ 9,405.52	\$ 6.00	\$ 15,852.00	\$ 6.70	\$ 17,701.40	\$ 6.22	\$ 16,433.24	\$ 4.00	\$ 10,568.00	\$ 3.45	\$ 9,114.90
345.01400	Adjust Water Valve Box & Cover, MAG Det. 391-1-A	24	EA	\$ 185.00	\$ 4,440.00	\$ 134.69	\$ 3,232.56	\$ 430.00	\$ 10,320.00	\$ 200.00	\$ 4,800.00	\$ 237.04	\$ 5,688.96	\$ 250.00	\$ 6,000.00	\$ 445.00	\$ 10,680.00
350.01300	Sawcut & Remove Existing Asphaltic Concrete	9,358	SY	\$ 3.70	\$ 34,624.60	\$ 3.89	\$ 36,402.62	\$ 5.00	\$ 46,790.00	\$ 3.05	\$ 28,541.90	\$ 6.07	\$ 56,803.06	\$ 3.00	\$ 28,074.00	\$ 1.25	\$ 11,697.50
350.01800	Sawcut & Remove Concrete Curb & Gutter	2,549	LF	\$ 4.50	\$ 11,470.50	\$ 2.98	\$ 7,596.02	\$ 3.00	\$ 7,647.00	\$ 2.00	\$ 5,098.00	\$ 5.33	\$ 13,586.17	\$ 3.00	\$ 7,647.00	\$ 10.35	\$ 26,382.15
350.01900	Sawcut & Remove Concrete Sidewalk	9,276	SF	\$ 1.00	\$ 9,276.00	\$ 1.11	\$ 10,296.36	\$ 0.50	\$ 4,638.00	\$ 0.78	\$ 7,235.28	\$ 2.29	\$ 21,242.04	\$ 1.00	\$ 9,276.00	\$ 1.20	\$ 11,131.20
351.12010	Abandon Water Service & Salvage Meter Box & Cover	57	EA	\$ 55.00	\$ 3,135.00	\$ 63.42	\$ 3,614.94	\$ 200.00	\$ 11,400.00	\$ 50.00	\$ 2,850.00	\$ 380.85	\$ 21,708.45	\$ 75.00	\$ 4,275.00	\$ 190.00	\$ 10,830.00
351.46000	Sign Relocation	4	EA	\$ 200.00	\$ 800.00	\$ 75.00	\$ 300.00	\$ 172.00	\$ 688.00	\$ 250.00	\$ 1,000.00	\$ 133.33	\$ 533.32	\$ 175.00	\$ 700.00	\$ 310.00	\$ 1,240.00
401.01000	Traffic Control	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00	\$ 38,000.00	\$ 38,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,407.41	\$ 7,407.41	\$ 10,000.00	\$ 10,000.00	\$ 1,610.00	\$ 1,610.00
462.01100	4" White Thermoplastic Stripe (Equivalent)	1395	LF	\$ 0.80	\$ 1,116.00	\$ 0.27	\$ 376.65	\$ 1.00	\$ 1,395.00	\$ 2.00	\$ 2,790.00	\$ 0.85	\$ 1,185.75	\$ 1.00	\$ 1,395.00	\$ 1.90	\$ 2,650.50
610.02008	8" DIP, Class 350, w/fittings, complete in place	1491	LF	\$ 26.00	\$ 38,766.00	\$ 19.00	\$ 28,329.00	\$ 49.00	\$ 73,059.00	\$ 100.00	\$ 149,100.00	\$ 44.32	\$ 66,081.12	\$ 30.00	\$ 44,730.00	\$ 36.25	\$ 54,048.75

**BID TABULATION**  
**ST1162 CDBG Streets, Sidewalks Waterline Improvements (EN10-041.2)**  
**BID DATE: February 11, 2010**

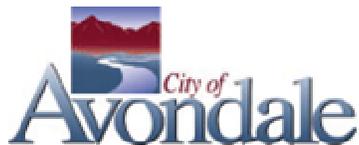
Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Carson		SDB Inc.		R.K. Sanders, Inc.		Goldstein & Lucra Const		Spire		T & T Const	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
610.08511	Fire Hydrant, Pipe, Valve, Box and Cover, COA Std. Det. A1361	6	EA	\$ 3,600.00	\$ 21,600.00	\$ 3,600.00	\$ 21,600.00	\$ 3,800.00	\$ 22,800.00	\$ 2,500.00	\$ 15,000.00	\$ 2,962.96	\$ 17,777.76	\$ 4,000.00	\$ 24,000.00	\$ 5,795.00	\$ 34,770.00
610.10541	1" Service Tap and run to Meter	57	EA	\$ 650.00	\$ 37,050.00	\$ 550.00	\$ 31,350.00	\$ 1,400.00	\$ 79,800.00	\$ 500.00	\$ 28,500.00	\$ 296.30	\$ 16,889.10	\$ 675.00	\$ 38,475.00	\$ 1,305.00	\$ 74,385.00
610.06006	6" DIP, Class 350, w/fittings & restrained joints, complete in place	61	LF	\$ 55.00	\$ 3,355.00	\$ 23.40	\$ 1,427.40	\$ 89.00	\$ 5,429.00	\$ 100.00	\$ 6,100.00	\$ 37.04	\$ 2,259.44	\$ 50.00	\$ 3,050.00	\$ 84.00	\$ 5,124.00
610.06008	8" DIP, Class 350, w/fittings & restrained joints, complete in place	1197	LF	\$ 32.00	\$ 38,304.00	\$ 27.95	\$ 33,456.15	\$ 59.00	\$ 70,623.00	\$ 110.00	\$ 131,670.00	\$ 61.08	\$ 73,112.76	\$ 40.00	\$ 47,880.00	\$ 49.65	\$ 59,431.05
610.10661	Install 1 1/4" Private Water service	4919	LF	\$ 8.00	\$ 39,352.00	\$ 3.80	\$ 18,692.20	\$ 32.00	\$ 157,408.00	\$ 5.00	\$ 24,595.00	\$ 5.29	\$ 26,021.51	\$ 10.00	\$ 49,190.00	\$ 20.30	\$ 99,855.70
630.01106	6" Resilient Wedge Gate Valve, Box and Cover (potable)	3	EA	\$ 850.00	\$ 2,550.00	\$ 1,100.00	\$ 3,300.00	\$ 1,100.00	\$ 3,300.00	\$ 2,000.00	\$ 6,000.00	\$ 948.15	\$ 2,844.45	\$ 800.00	\$ 2,400.00	\$ 1,350.00	\$ 4,050.00
630.01108	8" Resilient Wedge Gate Valve, Box and Cover (potable)	6	EA	\$ 1,100.00	\$ 6,600.00	\$ 1,000.00	\$ 6,000.00	\$ 1,400.00	\$ 8,400.00	\$ 2,500.00	\$ 15,000.00	\$ 1,185.19	\$ 7,111.14	\$ 1,400.00	\$ 8,400.00	\$ 1,670.00	\$ 10,020.00
*INSTALL ONLY is for City Furnished Materials																	
<b>SUBTOTAL</b>					\$ 573,756.10		\$ 544,973.75		\$ 932,695.00		\$ 935,836.74		\$ 750,274.09		\$ 650,740.50		\$ 777,800.35
<b>TAX</b>					\$ 25,981.66		\$ 29,047.10		\$ 52,318.00		\$ 56,150.20		\$ 56,180.67		\$ 37,222.36		\$ 44,490.18
<b>CALCULATED TOTAL TOTAL</b>					\$ 599,737.76		\$ 574,020.85		\$ 985,013.00		\$ 991,986.94		\$ 806,454.76		\$ 687,962.86		\$ 822,290.53
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 599,737.76		\$ 574,020.85		\$ 985,013.00		\$ 991,986.54		\$ 758,439.00		\$ 687,962.86		\$ 822,290.53
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					No		Yes		Yes		Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					No		Yes		Yes		Yes		Yes		Yes		Yes
<b>References Attached?</b>					Yes		Yes		Yes		Yes		Yes		Incomplete		Yes
<b>Contract Complete?</b>					Yes		Yes		Yes		Yes		No		Yes		No
<b>Exceptions to Specifications?</b>					No		No		No		No		No		No		No

**BID TABULATION**  
**ST1162 CDBG Streets, Sidewalks Waterline Improvements (EN10-041.2)**  
**BID DATE: February 11, 2010**

Item No.	Description of Materials and/or Services	Qty	Unit	Gunsight Const		ALR Const		Sahuaro Contracting		Visus		Sellers & Sons		Capriati Construction		Blucor		ENGINEER'S ESTIMATE	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
106.20000	Quality Assurance and Material Testing	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 5,250.00	\$ 5,250.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,630.00	\$ 3,630.00	\$ 7,900.00	\$ 7,900.00	\$ 6,888.00	\$ 6,888.00	\$ 10,000.00	\$ 10,000.00
107.03000	NPDES/SWPPP	1	LS	\$ 3,300.00	\$ 3,300.00	\$ 6,500.00	\$ 6,500.00	\$ 6,600.00	\$ 6,600.00	\$ 3,000.00	\$ 3,000.00	\$ 6,560.00	\$ 6,560.00	\$ 1,600.00	\$ 1,600.00	\$ 3,250.00	\$ 3,250.00	\$ 5,000.00	\$ 5,000.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
107.15000	Community Relations (Allowance)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Staking, Surveying and Layout	1	LS	\$ 4,300.00	\$ 4,300.00	\$ 3,600.00	\$ 3,600.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,207.00	\$ 5,207.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 30,000.00	\$ 30,000.00
108.01010	As-Built Documentation	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 1,600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,330.00	\$ 1,330.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
109.09000	Mobilization/Demobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 15,600.00	\$ 15,600.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 35,693.00	\$ 35,693.00	\$ 65,000.00	\$ 65,000.00	\$ 7,333.00	\$ 7,333.00	\$ 30,000.00	\$ 30,000.00
301.01000	Subgrade Preparation	9330	SY	\$ 2.35	\$ 21,925.50	\$ 2.70	\$ 25,191.00	\$ 2.00	\$ 18,660.00	\$ 4.00	\$ 37,320.00	\$ 0.70	\$ 6,531.00	\$ 1.00	\$ 9,330.00	\$ 1.35	\$ 12,595.50	\$ 3.00	\$ 27,990.00
310.03000	Aggregate Base Course	4,120	TON	\$ 8.00	\$ 32,960.00	\$ 7.97	\$ 32,836.40	\$ 9.75	\$ 40,170.00	\$ 10.00	\$ 41,200.00	\$ 10.00	\$ 41,200.00	\$ 10.60	\$ 43,672.00	\$ 7.25	\$ 29,870.00	\$ 25.00	\$ 103,000.00
317.01000	Asphalt Milling (2")	3,074	SY	\$ 1.50	\$ 4,611.00	\$ 5.00	\$ 15,370.00	\$ 1.95	\$ 5,994.30	\$ 3.00	\$ 9,222.00	\$ 0.90	\$ 2,766.60	\$ 2.15	\$ 6,609.10	\$ 2.00	\$ 6,148.00	\$ 3.50	\$ 10,759.00
317.03000	2" Overlay	400	TON	\$ 55.00	\$ 22,000.00	\$ 47.13	\$ 18,852.00	\$ 51.00	\$ 20,400.00	\$ 55.00	\$ 22,000.00	\$ 60.30	\$ 24,120.00	\$ 51.03	\$ 20,412.00	\$ 60.00	\$ 24,000.00	\$ 60.00	\$ 24,000.00
321.00200	3" Asphaltic Concrete Base Course (COP 12.5 mm)	1,600	TON	\$ 48.50	\$ 77,600.00	\$ 48.40	\$ 77,440.00	\$ 51.00	\$ 81,600.00	\$ 51.00	\$ 81,600.00	\$ 62.40	\$ 99,840.00	\$ 51.03	\$ 81,648.00	\$ 60.00	\$ 96,000.00	\$ 50.00	\$ 80,000.00
329.01000	Bituminous Tack Coat	2	TON	\$ 760.00	\$ 1,520.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 886.00	\$ 1,772.00	\$ 133.88	\$ 267.76	\$ 450.00	\$ 900.00		\$
340.01108	4" Vertical Curb & Gutter MAG 220 Type A	480	LF	\$ 7.70	\$ 3,696.00	\$ 9.50	\$ 4,560.00	\$ 10.50	\$ 5,040.00	\$ 9.00	\$ 4,320.00	\$ 9.40	\$ 4,512.00	\$ 6.60	\$ 3,168.00	\$ 12.00	\$ 5,760.00	\$ 15.00	\$ 7,200.00
340.01121	Concrete Ribbon Curb, MAG 220 Type "B" Modified	656	LF	\$ 8.00	\$ 5,248.00	\$ 9.50	\$ 6,232.00	\$ 10.50	\$ 6,888.00	\$ 9.00	\$ 5,904.00	\$ 9.40	\$ 6,166.40	\$ 7.45	\$ 4,887.20	\$ 10.50	\$ 6,888.00	\$ 15.00	\$ 9,840.00
340.01130	Vertical Curb & Gutter, MAG 220-1, Type C	1,621	LF	\$ 7.70	\$ 12,481.70	\$ 9.25	\$ 14,994.25	\$ 10.50	\$ 17,020.50	\$ 9.00	\$ 14,589.00	\$ 9.15	\$ 14,832.15	\$ 6.75	\$ 10,941.75	\$ 10.50	\$ 17,020.50	\$ 18.00	\$ 29,178.00
340.01210	Concrete Sidewalk, MAG Std 230 (4")	7,038	SF	\$ 2.00	\$ 14,076.00	\$ 3.25	\$ 22,873.50	\$ 4.20	\$ 29,559.60	\$ 1.80	\$ 12,668.40	\$ 2.50	\$ 17,595.00	\$ 2.45	\$ 17,243.10	\$ 1.80	\$ 12,668.40	\$ 3.00	\$ 21,114.00
340.01210	Concrete Sidewalk, MAG Std 230 (6")	2,045	SF	\$ 2.60	\$ 5,317.00	\$ 4.10	\$ 8,384.50	\$ 7.35	\$ 15,030.75	\$ 3.00	\$ 6,135.00	\$ 3.45	\$ 7,055.25	\$ 3.00	\$ 6,135.00	\$ 2.75	\$ 5,623.75	\$ 4.00	\$ 8,180.00
340.01360	Sidewalk Ramp, City of Tempe T-326 (R=30)	10	EA	\$ 1,000.00	\$ 10,000.00	\$ 390.00	\$ 3,900.00	\$ 1,310.00	\$ 13,100.00	\$ 1,200.00	\$ 12,000.00	\$ 400.00	\$ 4,000.00	\$ 1,275.00	\$ 12,750.00	\$ 635.00	\$ 6,350.00	\$ 1,000.00	\$ 10,000.00
340.01600	ConcreteValley Gutter & Apron, MAG 240	2,642	SF	\$ 3.40	\$ 8,982.80	\$ 6.15	\$ 16,248.30	\$ 9.75	\$ 25,759.50	\$ 4.00	\$ 10,568.00	\$ 5.75	\$ 15,191.50	\$ 4.00	\$ 10,568.00	\$ 4.00	\$ 10,568.00	\$ 9.00	\$ 23,778.00
345.01400	Adjust Water Valve Box & Cover, MAG Det. 391-1-A	24	EA	\$ 235.00	\$ 5,640.00	\$ 225.00	\$ 5,400.00	\$ 270.00	\$ 6,480.00	\$ 200.00	\$ 4,800.00	\$ 250.00	\$ 6,000.00	\$ 275.00	\$ 6,600.00	\$ 130.00	\$ 3,120.00	\$ 300.00	\$ 7,200.00
350.01300	Sawcut & Remove Existing Asphaltic Concrete	9,358	SY	\$ 2.40	\$ 22,459.20	\$ 1.77	\$ 16,563.66	\$ 4.90	\$ 45,854.20	\$ 2.00	\$ 18,716.00	\$ 1.60	\$ 14,972.80	\$ 5.38	\$ 50,346.04	\$ 3.00	\$ 28,074.00	\$ 4.00	\$ 37,432.00
350.01800	Sawcut & Remove Concrete Curb & Gutter	2,549	LF	\$ 2.30	\$ 5,862.70	\$ 2.50	\$ 6,372.50	\$ 3.00	\$ 7,647.00	\$ 3.00	\$ 7,647.00	\$ 6.10	\$ 15,548.90	\$ 2.20	\$ 5,607.80	\$ 1.35	\$ 3,441.15	\$ 6.00	\$ 15,294.00
350.01900	Sawcut & Remove Concrete Sidewalk	9,276	SF	\$ 0.50	\$ 4,638.00	\$ 2.25	\$ 20,871.00	\$ 1.20	\$ 11,131.20	\$ 1.00	\$ 9,276.00	\$ 1.40	\$ 12,986.40	\$ 1.25	\$ 11,595.00	\$ 1.25	\$ 11,595.00	\$ 6.00	\$ 55,656.00
351.12010	Abandon Water Service & Salvage Meter Box & Cover	57	EA	\$ 69.00	\$ 3,933.00	\$ 75.00	\$ 4,275.00	\$ 110.00	\$ 6,270.00	\$ 80.00	\$ 4,560.00	\$ 45.50	\$ 2,593.50	\$ 25.00	\$ 1,425.00	\$ 34.00	\$ 1,938.00	\$ 500.00	\$ 28,500.00
351.46000	Sign Relocation	4	EA	\$ 82.00	\$ 328.00	\$ 150.00	\$ 600.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00	\$ 100.00	\$ 400.00	\$ 51.00	\$ 204.00	\$ 100.00	\$ 400.00
401.01000	Traffic Control	1	LS	\$ 11,750.00	\$ 11,750.00	\$ 14,900.00	\$ 14,900.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,827.00	\$ 2,827.00	\$ 5,250.00	\$ 5,250.00	\$ 4,110.00	\$ 4,110.00	\$ 1,000.00	\$ 1,000.00
462.01100	4" White Thermoplastic Stripe (Equivalent)	1395	LF	\$ 3.50	\$ 4,882.50	\$ 3.25	\$ 4,533.75	\$ 0.80	\$ 1,116.00	\$ 1.50	\$ 2,092.50	\$ 2.00	\$ 2,790.00	\$ 0.75	\$ 1,046.25	\$ 1.50	\$ 2,092.50	\$ 0.75	\$ 1,046.25
610.02008	8" DIP, Class 350, w/fittings, complete in place	1491	LF	\$ 29.00	\$ 43,239.00	\$ 34.00	\$ 50,694.00	\$ 37.00	\$ 55,167.00	\$ 31.00	\$ 46,221.00	\$ 22.90	\$ 34,143.90	\$ 27.25	\$ 40,629.75	\$ 35.00	\$ 52,185.00	\$ 55.00	\$ 82,005.00

**BID TABULATION**  
**ST1162 CDBG Streets, Sidewalks Waterline Improvements (EN10-041.2)**  
**BID DATE: February 11, 2010**

Item No.	Description of Materials and/or Services	Qty	Gunsight Const		ALR Const		Sahuaro Contracting		Visus		Sellers & Sons		Capriati Construction		Blucor		ENGINEER'S ESTIMATE		
			Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
			Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	
610.08511	Fire Hydrant, Pipe, Valve, Box and Cover, COA Std. Det. A1361	6	EA \$ 4,200.00	\$ 25,200.00	\$ 4,000.00	\$ 24,000.00	\$ 3,780.00	\$ 22,680.00	\$ 4,200.00	\$ 25,200.00	\$ 4,560.00	\$ 27,360.00	\$ 3,700.00	\$ 22,200.00	\$ 4,250.00	\$ 25,500.00	\$ 6,000.00	\$ 36,000.00	
610.10541	1" Service Tap and run to Meter	57	EA \$ 730.00	\$ 41,610.00	\$ 800.00	\$ 45,600.00	\$ 650.00	\$ 37,050.00	\$ 600.00	\$ 34,200.00	\$ 589.00	\$ 33,573.00	\$ 700.00	\$ 39,900.00	\$ 435.00	\$ 24,795.00	\$ 1,000.00	\$ 57,000.00	
610.06006	6" DIP, Class 350, w/fittings & restrained joints, complete in place	61	LF \$ 180.00	\$ 10,980.00	\$ 75.00	\$ 4,575.00	\$ 112.00	\$ 6,832.00	\$ 110.00	\$ 6,710.00	\$ 53.30	\$ 3,251.30	\$ 68.00	\$ 4,148.00	\$ 72.00	\$ 4,392.00	\$ 45.00	\$ 2,745.00	
610.06008	8" DIP, Class 350, w/fittings & restrained joints, complete in place	1197	LF \$ 48.00	\$ 57,456.00	\$ 54.00	\$ 64,638.00	\$ 56.50	\$ 67,630.50	\$ 42.00	\$ 50,274.00	\$33.20	\$ 39,740.40	\$ 38.00	\$ 45,486.00	\$ 50.00	\$ 59,850.00	\$ 55.00	\$ 65,835.00	
610.10661	Install 1 1/4" Private Water service	4919	LF \$ 10.50	\$ 51,649.50	\$ 12.00	\$ 59,028.00	\$ 11.00	\$ 54,109.00	\$ 11.00	\$ 54,109.00	\$ 5.95	\$ 29,268.05	\$ 8.75	\$ 43,041.25	\$ 4.00	\$ 19,676.00	\$ 6.00	\$ 29,514.00	
630.01106	6" Resilient Wedge Gate Valve, Box and Cover (potable)	3	EA \$ 950.00	\$ 2,850.00	\$ 650.00	\$ 1,950.00	\$ 965.00	\$ 2,895.00	\$ 1,000.00	\$ 3,000.00	\$ 855.00	\$ 2,565.00	\$ 1,200.00	\$ 3,600.00	\$ 850.00	\$ 2,550.00	\$ 1,528.00	\$ 4,584.00	
630.01108	8" Resilient Wedge Gate Valve, Box and Cover (potable)	6	EA \$ 1,150.00	\$ 6,900.00	\$ 1,287.50	\$ 7,725.00	\$ 1,250.00	\$ 7,500.00	\$ 1,400.00	\$ 8,400.00	\$ 1,206.00	\$ 7,236.00	\$ 1,550.00	\$ 9,300.00	\$ 1,275.00	\$ 7,650.00	\$ 1,528.00	\$ 9,168.00	
*INSTALL ONLY is for City Furnished Materials																			
<b>SUBTOTAL</b>				\$ 631,095.90	\$ 671,757.86	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55	\$ 711,584.55
<b>TAX</b>				\$ 38,300.00	\$ 40,000.00	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64	\$ 40,702.64
<b>CALCULATED TOTAL TOTAL</b>				\$ 669,395.90	\$ 711,757.86	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19
<b>TOTAL SUBMITTED BY BIDDER</b>				\$ 669,395.90	\$ 711,757.86	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19	\$ 752,287.19
<b>Bid Bond Attached?</b>				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>Contractor License Attached?</b>				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>Is Contract Properly Signed?</b>				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>Business License Attached?</b>				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>References Attached?</b>				Yes	Incomplete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>Contract Complete?</b>				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	
<b>Exceptions to Specifications?</b>				No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	



# CITY COUNCIL REPORT

**SUBJECT:**  
Contract Amendment - U.S. Foods Service

**MEETING DATE:**  
March 1, 2010

**TO:** Mayor and Council  
**FROM:** Christopher Reams, Parks, Recreation & Libraries (623)333-2412  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a unit price contract extension with US Food Service to provide food and supplies for the Senior Meals Program and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

In August, 2007 the City of Avondale contracted with US Food Services to provide food and program related supplies for the Parks, Recreation, and Libraries Department. The term of the original contract was for two years, with the option to extend the contract for up to a maximum of three (3), one (1) year extensions, through August 2012. The existing contract has expired and the vendor is currently providing service on a month to month basis. Staff reviewed the existing contract, did a cost analysis of services, and determined that it would be in the City's best interest to extend the contract until August 30, 2010 and open the contract to a proposal process and possibly improve service or reduce costs.

**DISCUSSION:**

The City of Avondale entered into a contract with US Food Services to supply food and program related supplies for the Senior Meals Program. The base term of the contract was from August 2007 through August 2009. The contractor is currently operating on a month to month basis under the terms of the original contract. Staff would like to request an extension of the current contract until August 30, 2010.

Staff will issue a Request for Proposals (RFP) to seek a qualified vendor to furnish all necessary food and related supplies and ensure that the new contract is in place prior to the end of the extension. US Food Services will be allowed to submit a proposal for the new contract along with other service providers. The service provided by US Food Services has been excellent. However, staff wishes to open the contract to a competitive process with the intent of obtaining improved service and/or reduced costs.

**BUDGETARY IMPACT:**

Payment for the services will be made by the Parks, Recreation and Libraries Department. Funds are allocated for this service and approval of this contract extension will not increase the funding obligation of the City.

**RECOMMENDATION:**

Staff recommends that the City Council City Council approve a unit price contract with US Food Services to provide food and supplies for the Senior Meals Program and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

Click to download

 [Contract](#)

**FIRST AMENDMENT  
TO  
CONTRACT NO. 12472C  
BETWEEN  
THE CITY OF AVONDALE  
AND  
U.S. FOODSERVICE, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 12472C (this "First Amendment") is made as of March 1, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and U.S. Foodservice, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids PR 07-037 (the "IFB") seeking bids from contractors to provide Materials for the City's senior meals program (the "Services"). Capitalized terms shall have the same meaning as set forth in the Contract unless otherwise defined herein.

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12472C dated August 6, 2007 for the provision of the Services (collectively, the "Contract"), attached hereto as Exhibit 1 and incorporated by reference.

C. The City has determined that it is necessary to continue the Services (the "Continued Services") for an additional term.

D. The City and the Contractor desire to amend the Contract to extend the term of the Contract and to purchase the Continued Services at the unit prices set forth in the Contract.

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 Contractor hereby agree to amend the Contract as follows:

1. Term. The term of the Contract is hereby extended until August 30, 2010.
2. Compensation. The City may purchase the Continued Services at the unit prices set forth more particularly in the Contract, attached hereto as Exhibit 1.
3. Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Contract or this First Amendment, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to the Contract or this First Amendment to ensure that the Contractor and its subcontractors are complying with the

warranty under subsection 4 below (all the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Contract or this First Amendment and (b) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 4 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this First Amendment for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the Contract or this First Amendment. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to the Contract or this First Amendment.

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

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating the Contract or this First Amendment.

6. Agreement Subject to Appropriation. The provisions of this First Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this First Amendment and the Contract.

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

8. Non-Default. By executing this First Amendment, the Contractor 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 Contract.

9. Conflict of Interest. This First Amendment and the Contract 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

**“Contractor”**

U.S. FOODSERVICE, INC., a Delaware  
corporation

By: \_\_\_\_\_

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

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



EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
CONTRACT NO. 12472C  
BETWEEN  
THE CITY OF AVONDALE  
AND  
U.S. FOODSERVICE, INC.

[Contract]

See following pages.

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

**OFFER**

To the City of Avondale:

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and agrees to furnish Materials in compliance with: all terms, conditions and specifications in the Contract (as defined below) and at the prices included on the Price Sheet attached hereto as Exhibit B, except for any written exceptions attached hereto as Exhibit C.

Arizona Transaction (Sales) Privilege Tax License Number: <u>36-3642294</u>	For Clarification of this Bid contact:  Name: <u>US Foodservice</u> Telephone: <u>602-352-3406</u>
Federal Employer Identification Number: <u>36-373-2339</u>	_____ Authorized Signature for Bidder/Contractor <u>Ryan Molitor</u> Printed Name <u>VP Sales</u> Title
<u>US Foodservice</u> Bidder Name <u>4650 W Buckeye Rd</u> Address <u>Phoenix AZ 85043</u> City State Zip Code	

**ACCEPTANCE OF OFFER AND NOTICE OF AWARD (For City of Avondale Use Only)**

This Offer is hereby accepted. The "Contract" between the City and the Contractor consists of the following: (i) this Bid Package, inclusive of the responsive Bid, the General Terms & Conditions, the Special Terms & Conditions and the Specifications set forth herein, (ii) any Addenda as acknowledged by the Contractor on the form attached hereto as Exhibit A, (iii) Price Sheet attached hereto as Exhibit B, (iv) Bidder Exceptions to Specifications attached hereto as Exhibit C (v) this Acceptance of Offer and Notice of Award. The Contractor is now bound to provide the Materials as set forth in this Contract. The Contractor shall not commence any billable work or provide any Materials under this Contract until Contractor receives an executed Purchase Order from the City.

CITY OF AVONDALE, an Arizona  
municipal corporation:

By: Charlie McClendon  
 Charlie McClendon, City Manager

ATTEST:

By: Linda M. Farris  
 Linda M. Farris, City Clerk

Effective  
 Date: July 06, 2007  
12472 C  
 Contract Number  
12472  
 Official File

APPROVED AS TO FORM:

Andrew J. McGuire  
 Andrew J. McGuire, City Attorney

**PART II  
DEFINITIONS**

2.1 Definitions. For purposes of this Solicitation, the following definitions shall apply:

“*Bid*” means a bid or quotation submitted by a Bidder in response to an Invitation for Bid (“IFB”) or Request for Proposals (“RFP”).

“*Bid Due Date and Time*” means the date and time set forth in the solicitation for the City Clerk to be in actual possession of the sealed Bids.

“*Bid Opening*” means the date and time set forth in the solicitation for opening of sealed bids.

“*Bid Package*” means all documents, including those attached or incorporated by reference, utilized for soliciting Invitations for Bid in accordance with the City Procurement Code.

“*Bidder*” means any person or firm submitting a competitive Bid in response to a solicitation such as an IFB or an RFP.

“*Brand name or approved alternate specification*” means a specification that (i) uses one or more manufacturer’s names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet City requirements and (ii) provides for the submission of equivalent products.

“*Days*” means calendar days unless otherwise specified.

“*City*” means the City of Avondale.

“*City Procurement Code*” means the City of Avondale Procurement Code, as amended from time to time.

“*Confidential Information*” means that portion of a bid, proposal, offer, specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information shall be so identified wherever it appears.

“*Contract*” means all types of City agreements, regardless of what they may be called, for the procurement of materials and services, the demolition or construction of public facilities, or the acquisition and disposal of real and personal property.

“*Contractor*” means the individual, partnership, or corporation who, as a result of the competitive bidding process, is awarded a Contract for materials or services by the City.

“*Contract Representative*” means the City employee or employees who have specifically been designated to act as a contact person or persons to the Bidders and/or Contractor, and responsible for monitoring and overseeing the Contractor’s performance under the Contract.

**CITY OF AVONDALE**  
**PARKS, RECREATION AND LIBRARIES DEPARTMENT**  
**FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM**  
**PR 07-037**

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“*Cooperative Purchasing*” means procurement conducted by, or on behalf of, more than one public procurement unit.

“*Invitation for Bids*” means all documents, including those attached or incorporated by reference, utilized for soliciting Bids in accordance with the provisions of the City Procurement Code.

“*Materials*” means all commodities, products, supplies and equipment as set forth in Exhibit B, attached hereto and incorporated by reference.

“*Multiple Award*” means an award of an indefinite quantity Contract for one or more similar products, commodities or services to more than one Bidder.

“*Nonexpendable Materials*” means all tangible materials that have a probable useful life of more than one year.

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

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

“*Proposal*” means a written offer, solicited or unsolicited, for consideration as a basis for awarding or modifying a Contract.

“*Request for Proposal*” means all documents, including those attached or incorporated by reference, utilized for soliciting proposals in accordance with the City Procurement Code.

“*Solicitation*” means a request by the City for participation in a competitive bid process such as an IFB or an RFP.

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

“*Vendor*” means any firms, entities or individuals desiring to prepare a responsive Bid in response to a Solicitation.

**PART III  
BIDDING; AWARD OF CONTRACT**

3.1 Preparation/Submission of Bid. Contractor shall review its Bid submission to assure the following requirements are met.

- A. Bidders shall provide each of the following to be considered a responsive Bid:
  - i. One (1) **original** and one (1) copy of a fully completed Bid.
  - ii. An **original** signed Offer to this Bid (attached hereto as Page 1 and incorporated herein by reference), executed by a person authorized to bind the Bidder.
  - iii. An executed Acknowledgement of Addenda, attached hereto as Exhibit A and incorporated herein by reference, if necessary.
  - iv. A fully completed Pricing Sheet, as set forth in Exhibit B.
  - v. One (1) compact disc of a completed Pricing Sheet, as set forth in Exhibit B.
  - vi. A completed listing of references, as set forth in Part VII of this Bid Package.
  - vii. Copies of all relevant licenses as more particularly set forth in Part VIII of this Bid Package.
- B. It is the responsibility of all Bidders to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Bid and (iv) submit the entire, completed Bid Package by the official Bid Due Date and Time. Negligence in preparing a Bid confers no right of withdrawal after the Bid Opening, except as provided in the City Procurement Code.
- C. All Bids shall be sealed and clearly marked with the Solicitation title and number on the lower left hand corner of the mailing envelope. Return address must also appear on the sealed Bid.
- D. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323 or hand-delivered to the City Clerk's office.
- E. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram Bids will not be considered.
- F. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

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G. No Bid shall be altered, amended or withdrawn after the specified Bid Due Date and Time, subject to the provisions of the City Procurement Code.

H. Bid prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

I. Bidders are reminded that the Specifications stated in this Solicitation are the minimum levels required and that Bids submitted must be for Materials that meet or exceed the minimum level of all features specifically listed in this Solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

J. All Materials offered in the Bid shall be new or fresh and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all Specifications and requirements as set forth in this Bid Package.

K. Bids submitted for Materials considered by a Bidder to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered non-responsive and rejected. The City shall be the sole judge as to the acceptability of alternate products offered.

3.2 Demonstration Materials/Samples. All Bidders are hereby notified that demonstration samples of the Materials offered shall be made available in the City. The City shall arrange a time and place for product or equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City. Non-returnable samples of Nonexpendable Materials shall be provided to the City upon request.

3.3 Inquiries. Any question related to the Bid Package shall be directed to the Contract Representative whose name appears on the cover page of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Solicitation title and number, page and paragraph. However, the Bidder shall not place the Solicitation number and title on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the Bid Opening.

3.4 Prospective Bidders' Conference. A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.

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3.5 Late Bids. Late Bids will not be considered, except as provided by the City Procurement Code. A Bidder submitting a late Bid shall be so notified.

3.6 Withdrawal of Bid. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may withdraw its Bid. Facsimile or mailgram Bid withdrawals will not be considered.

3.7 Amendment of Bid. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend its Bid. Facsimile or mailgram Bid amendments will not be considered.

3.8 Payment; Discounts. Any Bid that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet attached hereto as Exhibit B.

3.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

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

3.11 Public Record. All Bids shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

3.12 Confidential Information.

A. If a Vendor or Bidder believes that a Bid, Proposal, Specification, or protest contains information that should be withheld, a statement advising the Contract Representative of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Contract Representative makes a written determination.

C. The Contract Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the Contract Representative determines to disclose the information, the Contract Representative shall inform the Vendor or Bidder in writing of such determination.

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3.13 Vendor Registration. Prior to the award of the Contract, the successful Bidder shall have a completed Request for Vendor Number on file with the City Financial Services Department.

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

A. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

C. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contracts and the Bidder may be debarred from further bidding in the City.

3.15 Award of Contract.

A. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. The evaluation of this Bid will be based on, but not limited to, the following: (i) compliance with Specifications, (ii) price and (iii) determination of responsibility.

C. Notwithstanding any other provision of this Bid Package, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Bids or portions thereof and (iii) reissue a Bid Package.

D. A Bid is an offer to contract with the City based upon the terms, conditions and specifications contained in this Bid Package and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications is modified by an addendum or Contract amendment. Bids become Contracts when they are executed in writing by the City and issued together with a Notice of Award. For the purposes of this Solicitation, Contract shall mean the legal agreement executed between the City and the Contractor as a result of a successful Bid after a competitive bidding process.

3.16 Purchase Order. Within 45 days of the City's execution of the Acceptance of Offer and Notice of Award, the City may issue a written Purchase Order. The Purchase Order shall stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Contractor to obtain permits and licenses shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor.

3.17 Protests. Any interested party may protest a Solicitation issued by the City, or the proposed award, or the award of a Contract. All protests will be considered in accordance with the City Procurement Code.

**PART IV**  
**GENERAL TERMS AND CONDITIONS**

4.1. Deliveries. Time is of the essence for all purchase orders placed under this Contract. The City reserves the right to cancel and reject the goods upon default by Contractor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the face of the purchase order. Contractor shall provide the City with any requested scheduling information and a proposed schedule for delivery of the Materials. Contractor shall comply with instructions given by the City, including any decision to suspend, delay or accelerate delivery of the Materials.

4.2. Multiple Awards. The City reserves the right to award Contracts to multiple Contractors. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make Multiple Awards should be taken into consideration by each potential Contractor. This Contract is awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like Materials from another source when necessary.

4.3. Quantities. The quantity of Materials ordered must not be exceeded or reduced without the Contract Representative's permission in writing except in conformity with acknowledged industry tolerances.

4.4. Inspection. All Materials are subject to inspection and test at place of manufacture, the destination or at both places by the Contract Representative. Materials failing to meet the requirements of this order will be held at Contractor's risk, and may be returned to Contractor with costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses to the responsibility of the Contractor. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or subcontractor that is related to the performance of this Contract. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Contractor:

- A. Waive the non-conformance.
- B. Bring Materials into compliance and withhold the cost of same from any payments due to the Contractor.

4.5. Risk of Loss.

A. Contractor shall retain title and control of the Materials until they are delivered to and accepted by the City. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage to the Materials shall be filed by the Contractor. The City will notify the Contractor promptly of any damaged Materials and shall assist in the Contractor arranging for inspection.

B. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to the Materials, prior to delivery to and acceptance by the City. Contractor shall (i) be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the

City and other contractors resulting from the acts or omissions of its subcontractors, employees, agents and representatives sub-contractors and (ii) pay the full costs of repair or replacement of any said damage.

4.6 Specification Changes. The City shall have the right, by a written change order, to make changes from time to time in the Materials to be furnished by the Contractor. If such changes cause an increase or decrease in the amount due under the purchase order, or in the time required for its performance, an acceptable adjustment shall be made and the purchase order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Nothing in this Contract shall relieve the Contractor from proceeding without delay in the performance of the purchase order as changed.

4.7 Warranties. Contractor warrants to the City that all Materials furnished shall be new or fresh unless otherwise specified and agreed to by the City. If at any time the Materials are or were not in conformance with original or amended Specifications, then the Contractor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City.

4.8 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.9 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

4.10 Product Discontinuance. In the event that any Materials are discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that a Material or Service has been discontinued.
- B. Documentation from the manufacturer that names the proposed replacement product or model of a Material or Service.
- C. Documentation that provides clear and convincing evidence that the proposed replacement meets or exceeds all Specifications required by the original Solicitation.
- D. Documentation that provides clear and convincing evidence that the proposed replacement will be compatible with all the functions or uses of the discontinued Material or Service.
- E. Documentation confirming that the price for the proposed replacement is the same as or less than the discontinued Material or Service.

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4.11 Packaging. Bids shall be for Materials on which the original manufacturer's packaging has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered Materials.

4.12 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 Bidders but are intended to establish the quality, design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered.

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

4.14 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with its obligations under this Contract. Payment shall be made within 30 days of the City's receipt of Contractor's verified request. Payment shall not constitute acceptance of the Materials by the City.

4.15 Delay by Contractor. Delays in the performance of the Contract by Contractor shall be excused only when due to causes beyond the control of the Contractor such as a force majeure as set forth in Section 4.31 below; provided, the Contractor shall notify the City in writing within 48 hours of any circumstance or event which Contractor believes may justify an extension of time.

4.16 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to provide the Materials as set forth in this Contract. The City has no obligation to provide tools, equipment or materials to Contractor.

4.17 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the services or Materials herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") standards.

4.18 Applicable Law; Venue. In the performance of this Contract, Contractor 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 Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

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

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

4.21 Termination; Cancellation.

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

B. For Cause. This Contract may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Contract'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 Contractor for all Materials provided to and accepted by the City as of the termination date.

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

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

4.22 Contract Amendments: This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor. Purchase orders may be amended by the City upon notice to the Contractor, which notice shall be confirmed in writing within 10 days of the amendment.

4.23 Relationship of Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Contract.

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

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

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

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

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

4.29 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued

on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

4.31 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.32 Right to Audit Records. The City may, at reasonable times and places, audit the books and records of the Contractor as related to this Contract.

**PART V**  
**SPECIAL TERMS AND CONDITIONS**

5.1 Purpose. To establish a two-year contract for the provision of Materials for the City of Avondale's senior meal program.

5.2 Offer Acceptance Period. In order to allow for an adequate evaluation, the City requires a Bid to be valid and irrevocable for 90 days after the Bid Opening.

5.3 Estimated Quantities. The quantities listed are estimates and the City reserves the right to increase or decrease any quantities actually acquired. Items will be ordered as needed in varying quantities.

5.4 Cooperative Purchasing. This Contract shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5.5 Term of Contract. The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

5.6 Option to Extend. By mutual written contract amendment, the City may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Procurement Office of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

5.7 Escalation. Request for reasonable price adjustments may be submitted after the Contract has been in effect for 90 days and may be requested quarterly. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity and may not exceed four (4) percent. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

5.8 Shipping Terms. Prices shall be Freight on Board to the delivery location of: Avondale Community Center, 1007 South 3rd Street, Avondale, Arizona 85323.

5.9 Delivery.

- A. Contractor shall provide delivery to the following location:

Avondale Community Center  
1007 South 3rd Street,  
Avondale, Arizona 85323

B. Delivery shall be made on the date set forth in the purchase order; no delivery date shall be less than fourteen (14) days prior to the date of a purchase order. Notwithstanding the provisions of subsection 4.1 of the General Terms & Conditions to the contrary, a purchase order may be issued up to 45 days from the date of the notice of award.

C. Delivery temperature of frozen and chilled foods shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).

D. Product expiration date shall be 10 to 14 days past the delivery date. Products delivered with less than 10 days past the delivery date may be subject to return if the product becomes out of date.

E. All deliveries will be made between 12:00 pm and 4:30 pm unless special arrangements are made.

5.10 Contractor's Facilities. Contractor's buildings, fixtures, and other physical facilities used to supply food shall be maintained in a sanitary condition and shall be kept in repair sufficient to prevent food from becoming adulterated.

**PART VI  
PRODUCT SPECIFICATIONS**

The following is a core list of products anticipated to be used in the food program. The City reserves the right to add or delete items as needed.

**1.0 DAIRY**

- 1.1 Cheese, American Yellow Sliced 120 ct
- 1.2 Cheese, Cheddar Yellow Regular Shred
- 1.3 Cheese, Cheddar Monterey Jack Fancy Shred 50/50
- 1.4 Cream, Heavy Whipping 36%
- 1.5 Egg, Whole, Peeled, Hard Cooked, 20 lb
- 1.6 Egg, Whole In Shell Medium White Grade, AA Fresh, Dozen
- 1.7 Ice Cream Cup, Vanilla, 4 oz
- 1.8 Margarine, Spread Whipped, 5 gr
- 1.9 Milk, Low Fat 2%, gallon
- 1.10 Milk, Low Fat 2% Homogenized Squat Carton, .5 pt

**2.0 MEAT**

- 2.1 Beef, Ground 81/19 Bulk Frozen Raw, 5 lb
- 2.2 Beef, Ground 81/19 Bulk Frozen Raw, 10 lb
- 2.3 Beef, Patty Chuck Packaged
- 2.4 Beef, Chuck Shoulder Clod Choice 20# avg.
- 2.5 Beef, Tripe Scalded, 60# avg,
- 2.6 Hot Dog, All-Meat Roller Grill 4:1 6 In.
- 2.7 Pork, Steak, Cubed, Homestyle

**3.0 FISH**

- 3.1 Pollock, Fillet 4-6 oz or equivalent

3.2 Fish Fillet, breaded, 3 oz

**4.0 POULTRY**

4.1 Chicken, Leg Quarter, 2.5 lbs

4.2 Chicken, Dark & White Diced .5", 10 lbs

4.3 Chicken, Nugget, Breaded, .75 oz Breast

4.4 Chicken, Patty, Breaded, Breast, Cooked, Frozen, 3 oz

**5.0 FROZEN**

5.1 Juice, Orange 100%, Cup, .5 pt

5.2 Bean, Green Cut, Grade A

5.3 Broccoli, Cut, Frozen

5.4 Carrot, Diced Frozen

5.5 Cauliflower, Frozen, 2 lb bag

5.6 Corn, Cut Frozen

5.7 Peas, Green Frozen

5.8 Potato, French-fry, Grade A, Frozen

5.9 Bread, Garlic Loaf, Roasted, 10 oz

5.10 Bread, Pullman Wheat, Sliced, Frozen, 2 lbs

5.11 Bun, Hamburger, Sliced, Plain 4" Frozen, 8 ct

5.12 Bun, Hot Dog, Sliced, Plain, 6" Frozen, 12 ct

5.11 Cake, Sheet Full Banana Iced 12" X 16" Frozen

5.12 Cake, Sheet, Chocolate Iced 12" X 16" Frozen

5.13 Cake, Sheet, Full Carrot Iced 12" X 16" Frozen

5.14 Cake, Sheet, Full Sponge Not Iced 12" X 16" Frozen

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- 5.15 Cobbler, Apple Raw Frozen
- 5.16 Cobbler, Peach Raw Frozen
- 5.17 Cookie, Oatmeal Raisin Thaw Serve Frozen
- 5.18 Dough, Pie, Sheet 10" x 15", Frozen
- 5.20 Dough, Roll, Parkerhouse, .6 oz, Frozen, 24 ct
- 5.21 Enchilada, Chicken, Frozen, 2.5 oz
- 5.22 Enchilada, Cheese, Frozen 1.63 oz
- 5.23 Lasagna, Entrée, Meat, Frozen, 96 oz
- 5.24 Soup, Bean W/ Smoked Pork, Condensed, Frozen, 4 lbs
- 5.25 Soup, Potato W/ Bacon Condensed, Frozen, 4 lbs
- 5.26 Strawberry, Whole California Iqf Domestic Frozen, 20 lbs
- 5.27 Tortilla, Corn White 6", Frozen, 60 ct
- 5.28 Tortilla, Flour White 10" Pressed, Frozen, 12 ct
- 5.29 Tortilla, Flour 6" Pressed, Frozen, 12 ct

**6.0 CANNED AND DRY GOODS**

- 6.1 Applesauce, Unsweetened, Fancy, #300
- 6.2 Apricot, Half Unpeeled In Light Syrup #10
- 6.3 Bean, Green Short Cut Heavy Pack Northwest #10
- 6.4 Bean, Pinto Dry Washed Raw, 20 lbs
- 6.5 Bean, Refried Vegetarian #10
- 6.6 Beet, Sliced, Fancy, Medium #10
- 6.7 Chili Without Beans #10
- 6.8 Cracker, Saltine 2pk
- 6.9 Dressing, 1000 Island, 1 gal

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

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- 6.10 Filling, Apple Pie Deluxe #10
- 6.11 Mix, Gelatin Assorted Citrus, 24 oz
- 6.12 Mix, Gelatin Assorted Red, 24 oz
- 6.13 Hominy, White Fancy #10
- 6.14 Jam, Strawberry .5 oz
- 6.15 Juice, Tomato 100%, 5.5 oz
- 6.16 Ketchup, Tomato Foil Package
- 6.17 Pasta, Macaroni Elbow Smooth, 10 lbs
- 6.18 Pear, Diced Light-syrup #10
- 6.19 Pear, Sliced In Light Syrup #10
- 6.20 Pineapple, Chunk in Heavy-syrup #10
- 6.21 Potato, Pearl Mashed Skin-on, 28.2 oz
- 6.22 Potato, Scalloped Dehydrated
- 6.23 Potato, Yam, Sweet Cut Cooked, #10
- 6.24 Pudding, Banana, #10
- 6.25 Pudding, Butterscotch Homestyle, #10
- 6.26 Pudding, Chocolate #10
- 6.27 Pudding, Vanilla #10
- 6.28 Pudding, Tapioca #10
- 6.29 Rice, Long Grain Xlng, 50 lbs
- 6.30 Sauce, Bbq Gourmet 1 gal
- 6.31 Sauce, Cheese Cheddar Aged #10
- 6.32 Sauce, Cheese Cheddar #10

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

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- 6.33 Sauce, Marinara Tomato #10
- 6.34 Sauce, Tartar Squeeze, Packet
- 6.35 Shell, Taco, Regular, 5"
- 6.36 Shell, Tostada, 5"
- 6.37 Soup, Base, Chicken, 1 lb
- 6.38 Soup, Chicken Cream 50 oz
- 6.39 Soup, Cream of Mushroom 50 oz
- 6.40 Spice, Garlic Powder, 5.25 lbs
- 6.41 Spice, Paprika Spanish, 1 lb
- 6.42 Seasoning, Taco No Msg Spice, 24 oz
- 6.43 Vegetable Mix for Stew Fancy #10
- 6.44 Vegetable Mix, Double Fancy #10

**7.0 SUPPLIES**

- 7.1 Bag, Storage Plastic, Clear, 6.5x6, Recloseable
- 7.2 Bag, Storage Food Plastic 10.5x10.5, Gal Clear, Recloseable
- 7.3 Container, Foam, 3 Compartment, White, Hinged
- 7.4 Container, Foam, White, Squat 4 oz
- 7.5 Cup, Foam 8 oz White 25 ct
- 7.6 Film, Plastic 18" Roll, 2000 ft.
- 7.7 Foil, Aluminum 18"x1000' Std
- 7.8 Foil, Aluminum 18" by 500 heavy duty
- 7.9 Fork, Medium Weight, Plastic, White, 2000 ea
- 7.1 Spoon, Tea, Medium Weight, Plastic, White, 2000
- 7.2 Lid, Slotted Cup Plastic 14 16 & 20 oz Translucent, 100 ct

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

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- 7.3 Container, Foil, 3 compartment
- 7.4 Napkin, Dinner 15x17 White 1 Ply 1/8 Fold 250 ct
- 7.5 Placemat, 9.75x14, White 1,000 ct
- 7.6 Plate, Foam 6" White, 125 ct
- 7.7 Stirrer, Wood Coffee 5.5" Unwrapped, 1,000 ct
- 7.8 Glove, Vinyl Large Powder Free Eclipse, 100 ct
- 7.9 Hairnet, Nylon 28" Light Brown Lightweight, 144 ct
- 7.10 Bleach, Institutional Germicide Ultra Liquid Clear Yellow Light, gallon

**8.0 PRODUCE**

- 8.1 Banana, Petite Fresh
- 8.2 Celery, Stick 4" Fresh, 5 lbs
- 8.3 Carrot, Stick, 5 lbs
- 8.4 Cilantro, Fresh Washed & Destemmed Herb
- 8.5 Lemon, 165 Size Choice Fresh
- 8.6 Lettuce, Shred 1/8" Fresh 5 lbs
- 8.7 Melon, cantaloupe fcy fresh
- 8.8 Watermelon, Fresh
- 8.9 Onion, Green Iceless Fresh, 2 lbs
- 8.10 Onion, Yellow Jumbo Box, Fresh, 10 lbs
- 8.11 Onion, Yellow Medium Fresh, 50 lbs
- 8.12 Orange, Choice, Fresh, 88 ct
- 8.13 Pepper, Bell Green, Fresh, Medium, 5 lbs
- 8.14 Potato, Baker Russet 90 Count Fresh Washed

8.15 Tomato, Us #2 Fresh, 25 lbs

**9.0 SALADS**

9.1 Salad, Tuna, 5 lbs

9.2 Salad, Potato Country Alex Classic W/ Egg, 10 lbs

9.3 Salad, Chicken, 5 lbs

9.4 Coleslaw, 7 lbs

**10.0 KITCHEN SUPPLIES**

10.1 Steam Table Pans – Full Size, Half Size, Third Size (2½”, 4” and 6” deep)

10.2 Thermometers – (0-220 degrees F) and (50-550 degrees F)

10.3 15” & 17” Oven Mitts

10.4 10” & 12” Cooking Knife

10.5 10” Bread Knife

10.6 5½” Fruit Knife

10.7 3¼” Paring Knife

10.8 3 oz Spoodle (slotted and solid)

10.9 Ice Cream Scoop

10.10 3 oz One Piece Ladles

10.11 12” & 18” Whips

10.12 12” & 16” Tongs

10.13 3” & 6” Spatulas

10.14 Pie Server

10.15 10” Plates – 3 sectional

10.16 Small Bowls

**PART VII  
REFERENCES**

Please list a minimum of three (3) references whom the Procurement Office may contact:

- 1. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_
  
- 2. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_
  
- 3. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_

**PART VIII  
LICENSES**

**Attach a copy of your Arizona Business License.**

**Attach a copy of your City of Avondale License, if applicable.**

**Attach copies of all other applicable Local and State and Federal licenses required to conduct business under the Contract.**

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

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

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

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EXHIBIT A  
CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED

US Foodservice, (Name of Vendor) affirms that the following ADDENDA have been received and that the information contained in the ADDENDA has been incorporated in formulating the Bid.

 Signed, for the Vendor                      4/30, 2007  
Date

ADDENDA RECEIVED:

1. Ryan Molitor, dated 4/30, 2007.
2. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
3. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
4. \_\_\_\_\_, dated \_\_\_\_\_, 2007.
5. \_\_\_\_\_, dated \_\_\_\_\_, 2007.

(Add others as needed, identified in the same format)



*ORIGINAL  
ADDENDUM*

**ADDENDUM TO BID:**  
**CITY OF AVONDALE**  
**DATED: May , 2007 ("Bid")**

To the extent relevant, the provisions of this Addendum to Bid shall govern and control over any and all conflicting and/or inconsistent provisions of like or similar nature in the Invitation for Bid (the "Bid") between U.S. Foodservice, Inc. \_\_\_\_\_ Division ("USF") and City of Avondale (the "Customer"). This Addendum shall be attached and made part of and incorporated into the Bid.

The Bid is hereby amended and supplemented by the addition of the following terms, to the extent any provisions in the Addendum to Bid may deviate or are not included in the Bid.

**I. COST/FREIGHT.** *If any pricing and/or freight language in the Bid is not defined, if any pricing language in the Bid is defined as "cost-plus," or if any freight language is referenced at all, those sections of the Bid are hereby deleted in their entirety and replaced with the following:*

a) Cost. *The price of product to Customer shall equal USF's invoice cost (as hereinafter defined) plus the agreed upon mark-up on cost as outlined below. USF's invoice cost is defined as the manufacturer's (supplier, packer or any other vendor) delivered cost or f.o.b. unit price plus standard freight (as hereinafter defined) to USF's distribution center, less off-invoice discounts or off-invoice allowances (such off-invoice discounts or off-invoice allowances to mean manufacturer generated discounts or allowances on particular items for set periods of time and which are specifically reflected on the invoice). Invoice cost shall not be adjusted for, and Customer shall not be entitled to, promotional allowances, cash discounts, prompt pay discounts, growth programs or any other supplier incentives. Unless in-bound freight is included in vendor's delivered pricing, standard freight charges will be based on the relevant freight tariff as published by the U.S. Department of Transportation. Freight charges may include common or contract carrier charges by the product vendor or a carrier, and/or charges billed by USF for its freight management service. It is expressly acknowledged and agreed that USF may utilize its internal logistics or branch generated back-haul program, provided that freight cost charged to Customer does not exceed standard freight. USF retains sole responsibility for all in bound logistics activity.*

b) Freight. *Unless in-bound freight is included in vendor's delivered pricing, standard freight charges will be based on the relevant freight tariff as published by the U.S. Department of Transportation. Freight charges may include common or contract carrier charges by the product vendor or a carrier, and/or charges billed by USF for its freight management service. It is expressly acknowledged and agreed that USF may utilize its internal logistics or branch generated back-*

*haul program, provided that freight cost charged to Customer does not exceed standard freight. USF retains sole responsibility for all in bound logistics activity.*

**II. WARRANTY AND LIMITATION OF LIABILITY:** All sections of the Bid relating to USF's warranty and/or indemnity of its products shall be stricken and replaced with the following:

WARRANTY. USF hereby warrants to Customer that it has good title to the products supplied and that such products are free and clear of all liens and encumbrances. USF agrees that any services performed by USF to or for the benefit of Customer shall be performed: (a) in a professional and workmanlike manner in conformity with all applicable federal, state and local laws, rules and regulations and (b) in accordance with commercially reasonable standards of quality in the industry. USF shall use reasonable efforts to obtain warranties or representations from its suppliers that the goods to be furnished hereunder are pure, unadulterated, and of first rate quality and that they shall be merchantable and fit for the ordinary purpose for which they are intended. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, ALL WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. USF SHALL IN NO WAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, EVEN IF USF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**III. AUDIT:** To the extent there are any references to Customer's right to audit USF and/or its records, including Section 4.32 of the General Terms and Conditions, the following provision will control:

Upon no less than four (4) weeks written notice and during regular business hours, but no more frequently than once every six (6) months, Customer may examine documentation to support pricing of products sold to Customer pursuant to this Agreement; provided, however, that any such verification shall be limited to no more than twelve (12) items with one price point verification per item. If such documentation is unavailable at the distribution center office, USF's computer generated reports will be made available at the distribution center office or the audit may be conducted at USF's headquarters, at USF's option. The invoice date to be verified shall be limited to fall within the thirteen (13) weeks immediately preceding such verification. Certain vendors/suppliers provide USF with electronic statements as the billing mechanism. In such instance, these vendor electronic files will be considered valid audit tools.

IV. **WAIVING RIGHTS**: Any provision included in the Bid wherein it could be construed that USF is releasing any of its rights or remedies available to it under the Agreement, by law or in equity, are hereby stricken.

V. **ASSIGNMENT**: All USF contracts are subject to the following Assignment terms. Any similar or like terms in the Bid, including Section 4.25 of the General Terms and Conditions, shall be modified or supplemented as follows: “USF may assign the Contract, without the prior written consent or endorsement of the Customer, to any affiliate or any third party that acquires the stock or assets of the USF or into which USF is merged.”

**TO:** City Of Avondale  
**FROM:** US Foodservice  
**DATE:** April 30, 2007

When all the powers to be sit down too make a final decision. Please consider the quality of service and the quality of products that we have been providing over the past several weeks. Please don't sit down and just discuss pricing, because there is a lot more to great service than price.

Over the past 7 weeks we have worked very hard too meet all the requirements that have been set forth for us. We worked very well with May Thompson putting together order guides and pricing that will satisfy both of our company's. In the short time that we have been servicing the City Of Avondale I have heard several compliments concerning our products that we have been providing. I have heard from both May and Francis as well as the employees and seniors how much the quality of the food has improved dramatically over the past several weeks that we have been servicing you. May has called me on several occasions that she was out of something and needed some product to get through. We as a company made sure to get these products out to them so they can continue too give the service that is required of them. We feel that US foodservice has provided the City Of Avondale with both the service and the product they need too satisfy their customers as well as the staff. We hope that we can continue to provide the City Of Avondale with the service and products that you deserve.

Thank you,



Shawn Chester  
Territory Manager



Jim Parfitt  
District Sales Manager

REVISED  
ADDENDUM

**ADDENDUM TO BID:**  
**CITY OF AVONDALE**  
**DATED: May , 2007 ("Bid")**

To the extent relevant, the provisions of this Addendum to Bid shall govern and control over any and all conflicting and/or inconsistent provisions of like or similar nature in the Invitation for Bid (the "Bid") between U.S. Foodservice, Inc.- Phoenix Division ("USF") and City of Avondale (the "Customer"). This Addendum shall be attached and made part of and incorporated into the Bid.

The Bid is hereby amended and supplemented by the addition of the following terms, to the extent any provisions in the Addendum to Bid may deviate or are not included in the Bid.

**I. COST/FREIGHT.** *If any pricing and/or freight language in the Bid is not defined, if any pricing language in the Bid is defined as "cost-plus," or if any freight language is referenced at all, those sections of the Bid are hereby deleted in their entirety and replaced with the following:*

a) Cost. *The price of product to Customer shall equal USF's invoice cost (as hereinafter defined) plus the agreed upon mark-up on cost as outlined below. USF's invoice cost is defined as the manufacturer's (supplier, packer or any other vendor) delivered cost or f.o.b. unit price plus standard freight (as hereinafter defined) to USF's distribution center, less off-invoice discounts or off-invoice allowances (such off-invoice discounts or off-invoice allowances to mean manufacturer generated discounts or allowances on particular items for set periods of time and which are specifically reflected on the invoice). Invoice cost shall not be adjusted for, and Customer shall not be entitled to, promotional allowances, cash discounts, prompt pay discounts, growth programs or any other supplier incentives. Unless in-bound freight is included in vendor's delivered pricing, standard freight charges will be based on the relevant freight tariff as published by the U.S. Department of Transportation. Freight charges may include common or contract carrier charges by the product vendor or a carrier, and/or charges billed by USF for its freight management service. It is expressly acknowledged and agreed that USF may utilize its internal logistics or branch generated back-haul program, provided that freight cost charged to Customer does not exceed standard freight. USF retains sole responsibility for all in bound logistics activity.*

b) Freight. *Unless in-bound freight is included in vendor's delivered pricing, standard freight charges will be based on the relevant freight tariff as published by the U.S. Department of Transportation. Freight charges may include common or contract carrier charges by the product vendor or a carrier, and/or charges billed by USF for its freight management service. It is expressly acknowledged and agreed that USF may utilize its internal logistics or branch generated back-*

*haul program, provided that freight cost charged to Customer does not exceed standard freight. USF retains sole responsibility for all in bound logistics activity.*

**II. WARRANTY AND LIMITATION OF LIABILITY:** All sections of the Bid relating to USF's warranty and/or indemnity of its products shall be stricken and replaced with the following:

**WARRANTY.** With respect to products manufactured by USF or by vendors to specifications provided by USF warrants that such products shall not be:

1. adulterated or misbranded (when bearing labels furnished by the Seller) within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended (the "Act"), and not an article, which may not, under the provisions of Section 404 or 505 of such Act, be introduced into interstate commerce;
2. an article which cannot be legally transported or sold under the provisions of applicable Federal, State or local law; or
3. adulterated, misbranded, or packaged in misbranded packages (to the extent packaged by Seller) within the meaning of the terms of the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Hazardous Substances Labeling Act, the state pure food and drug acts, or any other applicable federal, state, or local laws, ordinances, rules or regulations.

With respect to all other products distributed hereunder, USF hereby warrants to Customer that it has good title to the products supplied and that such products are free and clear of all liens and encumbrances. USF agrees that any services performed by USF to or for the benefit of Customer shall be performed: (a) in a professional and workmanlike manner in conformity with all applicable federal, state and local laws, rules and regulations and (b) in accordance with commercially reasonable standards of quality in the industry. USF shall use reasonable efforts to obtain warranties or representations from its suppliers that the goods to be furnished hereunder are pure, unadulterated, and of first rate quality and that they shall be merchantable and fit for the ordinary purpose for which they are intended. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, ALL WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. USF SHALL IN NO WAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT,

CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, EVEN IF  
USF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

III. **ASSIGNMENT**: All USF contracts are subject to the following Assignment terms. Any similar or like terms in the Bid, including Section 4.25 of the General Terms and Conditions, shall be modified or supplemented as follows: "USF may assign the Contract, without the prior written consent or endorsement of the Customer, to any affiliate or any third party that acquires the stock or assets of the USF or into which USF is merged."

A handwritten signature in black ink, appearing to be 'Ra' followed by a long horizontal flourish.

6/19/07



**Finance and Budget Department**

Procurement Office

11465 W. Civic Center Drive, Suite 250

Avondale, Arizona 85323-6807

Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org/procurement](http://www.avondale.org/procurement)

**CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
INVITATION FOR BID**

**INVITATION FOR BIDS**

**FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

US Foodservice, Inc., affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated in  
formulating the Contractor's Offer.

[Signature]

Signed

4/30/07

Date

2007

Ryan Molitor

Print Name

VP Sales

Title

US Foodservice

Company Name

4650 W. Buckeye rd.

Address

Phoenix, AZ 85043

City, State Zip

END OF ADDENDUM No. 1

EDGE2015  
 F7R4146  
 (Local OG) Local OG #999999-10, 999999

US Foodservice  
 Order Guide  
 Customer CITY OF AVONDALE (73705915)

CONFIDENTIAL

Line #	Product Description	Pack Size	Brand	Prod Nbr	Price
50000	Cheese, American Yellow Sliced 120 Count	4/5 Lb	Glenview F	3340510	36.55
50001	Cheese, Cheddar Yellow Regular Shred	4/5 Lb	El Pasado	1332642	39.8
50002	Cheese, Cheddar Monterey Jack Fancy Shred	4/5 Lb	El Pasado	7205727	40.6
50003	Cream, Heavy 36% Ref Dairy	12/1 Qt	Glenview F	7340979	35.85
50004	Egg, Whole Peeled Hard Cooked Brine Pack	20 Lb	Glenview F	827915	32.85
50005	Egg, Whole In Shell Medium White Grade A	15 Dz	Glenview F	823021	15.3
50006	Ice Cream Cup, Vanilla	48/4 Oz	Good Hum	279232	13.8
50007	Margarine, Spread Whipped Ss Cup Ref	900/5 Gr	Glenview F	703512	18.55
50008	Milk, Low Fat 2% Corrugated Carton Ref	2/1 Ga	Packer	2431385	5.65
50009	Milk, Low Fat 2% Homogenized Squat Carto	70/5 Pt	Alta Dena I	2228807	17.75
50010	Beef, Ground 81/19 Bulk Frozen Raw	4/5 Lba	Stock Yard	3534328	2.21
50011	Beef, Patty Pub Style Flame Broiled Cooked	53/3 Oz	Us Foodse	5383054	35.95
50012	Beef, Chuck Shoulder Clod Choice 114 3 Pic	3/21 Lba	Ibp-iowa B	5018064	1.93
50013	Beef, Tripe Special Trim Defatted DISC	60 Lb	Conagra F	2323764	41.35
50014	Hot Dog, All-meat Roller Grill 4:1 6" Frozen	10 Lb	Patuxent F	8328916	19.35
50015	Pork, Patty Rib Shape Charbroiled Frozen	53/3 Oz	Advance F	6108369	25.45
50016	Pork, Cube Fritter Breaded Deluxe Frozen	40/4 Oz	Advance F	2063006	32.45
50017	Pollock, Fillet 4-6 Oz Boneless Alaskan Raw	10 Lb	Fishery Prc	5102751	22.8
50148	Pollock, Fillet 3.6 Oz Nordica Style Alaskan I	10.35 Lb	Viking	2114890	20.9
50018	Chicken, Leg Quarter Raw Ref Bulk Cvp	40 Lb	Packer	3090727	25.1
50019	Chicken, Dark & White Diced .5" Cooked 1-c	10 Lb	Patuxent F	7336415	32.25
50020	Chicken, Nugget Breaded .75 Oz Breast Tra	2/5 Lb	Pierce	8196149	17.65
50021	Chicken, Patty Breaded Breast Tvp Cooked	60/3.33 Oz	Tyson	9049933	23.15
50043	Juice, Orange 100% Cup	48/4 Oz	Ocean Spr	3008539	16.35
50022	Bean, Green Cut Frozen	20 Lb	Harvest Va	3328226	14.2
50026	Broccoli, Cut Iqf Frozen	20 Lb	Monarch	4328423	16.95
50033	Carrot, Diced Frozen	20 Lb	Monarch	5328158	13.95
50034	Cauliflower, Frozen	12/2 Lb	U.s. Red	9328113	24.55
50038	Corn, Cut Frozen	20 Lb	Harvest Va	4328233	15.9
50044	Pea, Green Frozen	20 Lb	Harvest Va	8328247	15.6
50045	Potato, French-fry 1/4" Shoestring Line Flow	6/4.5 Lb	Harvest Va	8327041	15.4
50023	Bread, Garlic Loaf Roasted	12/14.9 Oz	La Brea Be	5353990	24.4
50024	Bread, Pullman Wheat 26 Sliced Frozen	10/24 Oz	Hilltop Hea	8340309	18.35
50025	Bread, White Pullman 26 Slice Frozen	10/24 Oz	Hilltop Hea	4340303	18.1
50027	Bun, Hamburger Sliced Plain 4" Frozen	8/12/2.1 Oz	Hilltop Hea	5328604	17.15
50028	Bun, Sliced Plain Hot Dog 6" Frozen	8/12/1.7 Oz	Hilltop Hea	3328606	17.35
50029	Cake, Sheet Chocolate Iced 12" X 16" Froze	4/74 Oz	Sara Lee E	8017741	45.6
50030	Cake, Sheet Full Banana Iced 12" X 16" 69	4/75 Oz	Sara Lee E	5014550	42.3
50031	Cake, Sheet Full Carrot Iced 12" X 16" Froze	4/96 Oz	Sara Lee E	2029734	52.45
50032	Cake, Sheet Full Sponge Not Iced 12" X 16"	4/44 Oz	Sara Lee E	6000434	24.25
50035	Cobbler, Apple Raw Frozen	4/80 Oz	Chef Pierre	8107823	24.35
50036	Cobbler, Peach Raw Frozen	4/80 Oz	Chef Pierre	9107822	26
50037	Cookie, Oatmeal Raisin Thaw Serve Frozen	12/6/2 Oz	Otis Spunk	9378589	26.9
50039	Dough, Cobbler Sheet Frozen	24/1 Lb	Rich's	1038850	37.85
50046	Dough, Roll Sweet Yeast Frozen	240/1.5 Oz	Rich's	242826	20.1
50040	Enchilada, Chicken Shred & Cheddar Cooke	60/3 Oz	El Pasado	8332652	34.7

50041	Enchilada, Cheese W/o Sauce Cooked Froz	96/2.5 Oz	Butcher Bc	4008579	35.1
50042	Lasagna, Meat Sauce Frozen	4/96 Oz	Presentatic	6326300	51.5
50048	Soup, Bean W/ Ham Hearty Condensed Fro:	3/4 Lb	Classic Tur	4326567	30.4
50049	Soup, Potato W/ Bacon Frozen	3/4 Lb	Classic Tur	9333568	25.6
50050	Strawberry, Whole California lqf Domestic Fi	10 Lb	Monarch	5327630	14.35
50051	Tortilla, Corn White 6" 6 Oz Ref	12/5 Dz	Mission	8193898	18.7
50052	Tortilla, Flour White 10" Pressed Frozen	12/1 Dz	Bueno	5237748	16.9
50053	Tortilla, Flour 6" Pressed Ref	24/1 Dz	El Pasado	5327507	19.6
50054	Applesauce, In Juice	6/#10 Cn	U.s. Blue	8328130	21.25
50055	Apricot, Half Unpeeled In Light-syrup 86-108	6/#10 Cn	U.s. Blue	7328941	36.6
50056	Bean, Green Short Cut Heavy Pack Northwe	6/#10 Cn	Harvest Va	8330136	18.1
50057	Bean, Pinto Dry Washed Raw	20 Lb	El Pasado	2332344	10.8
50058	Bean, Refried Vegetarian Canned	6/#10 Cn	El Pasado	2332351	22.7
50059	Beet, Sliced Fancy Medium Canned	6/#10 Cn	U.s. Blue	8330094	19.85
50060	Chili, Beef No Bean Cooked Homestyle Froz	6/5 Lb	The Origin:	1083120	52.4
50061	Cracker, Saltine Ss	500/2 Ea	U.s. Blue	8327827	11.25
50063	Dressing, 1000 Island	4/1 Ga	Harvest Va	5329008	23.45
50064	Filling, Apple Pie Deluxe	6/#10 Cn	Hilltop Hea	6331003	40.75
50065	Mix, Gelatin Assorted Citrus Lemon Lime Or	12/24 Oz	U.s. Blue	7370323	22.25
50066	Mix, Gelatin Assorted Red	12/24 Oz	U.s. Blue	5343371	22.45
50068	Hominy, White Fancy Canned	6/#10 Cn	U.s. Blue	5328448	19.2
50069	Jam, Strawberry Plastic Cup Ss	200/.5 Oz	Knotts Ben	8286973	14
50070	Juice, Tomato 100% Bulk Loose Pack	48/5.5 Oz	Campbell's	3020559	17.9
50071	Ketchup, Tomato Foil Pack Ss Shelf Stable	1000/9 Gr	U.s. Blue	9329384	22.6
50072	Pasta, Macaroni Elbow Small Shelf Stable H	2/10 Lb	Roseli	9327651	14.85
50073	Pear, Northwest Diced Light-syrup	6/#10 Cn	U.s. Blue	9328378	25.25
50074	Pear, Sliced 80-90 Count In Lite Syrup Shelf	6/#10 Cn	U.s. Blue	6355713	25.05
50075	Pineapple, Chunk In Heavy-syrup	6/#10 Cn	Packer	172775	16.05
50076	Potato, Pearl Mashed Skin-on	12/28.2 Oz	Basic Ame	1258474	49.1
50077	Potato, Scalloped Dehydrated	6/2.25 Lb	U.s. Blue	7329055	42.4
50098	Potato, Sweet Cut Cooked Yam Canned	6/#10 Cn	U.s. Blue	2326502	28.05
50161	Pudding, Banana Homestyle	6/#10 Cn	U.s. Blue	2358844	23.45
50080	Pudding, Butterscotch Homestyle	6/#10 Cn	U.s. Blue	8358830	22.5
50078	Pudding, Chocolate Rtu	6/#10 Cn	Harvest Va	1327337	19.6
50079	Pudding, Vanilla Rtu	6/#10 Cn	Harvest Va	7327323	19.55
50081	Pudding, Tapioca Rtu	6/#10 Cn	Harvest Va	9327321	22.3
50082	Rice, Long Grain 4% Broken	50 Lb	U.s. Blue	9419433	14.45
50083	Sauce, Bbq Gourmet Plastic	4/1 Ga	U.s. Blue	7329881	32.25
50084	Sauce, Cheese Cheddar Aged	6/#10 Cn	El Pasado	3327335	39.9
50085	Sauce, Cheese Cheddar	6/#10 Cn	Harvest Va	5327325	31
50086	Sauce, Marinara Tomato	6/#10 Cn	Bell'orto	1050830	26.55
50087	Sauce, Tartar Squeeze Shelf Stable Ss	200/.44 Oz	Kraft	64865	11.9
50089	Shell, Taco White Regular 5"	8/25 Ea	Mission	4073284	9.35
50090	Shell, Tostada	200 Ea	Pancho Vil	3010964	12.45
50091	Base, Chicken Paste No Msg Ref Soup	6/1 Lb	Classic Tur	1333426	32.3
50092	Soup, Chicken Cream	12/50 Oz	Campbell's	4001947	44.6
50093	Soup, Cream Of Mushroom	12/50 Oz	Campbell's	7001951	44.2
50094	Spice, Garlic Powder	6 Lb	Monarch	760884	27.4
50095	Spice, Paprika Spanish	18 Oz	Monarch	760587	9.15
50162	Seasoning, Taco No Msg Spice	23 Oz	Tone's	798769	6.85
50096	Vegetable Mix, Stew Fancy Canned	6/#10 Cn	U.s. Blue	5330071	22.55
50097	Vegetable Mix, Diced Double Fancy Canned	6/#10 Cn	U.s. Blue	8330078	21.1

50099	Bag, Storage Plastic 7x8 1 Quart Zip Guard	500 Ea	Handgards	6379424	36.15
50100	Bag, Storage Food Plastic 10.5x10.5 Gal Clear	250 Ea	Handgards	7495427	33.9
50101	Container, Foam 9x9x3.25 3 Compartment	1/2/100 Ea	Monogram	852053	21.35
50102	Container, Foam Squat 4 Oz	20/50 Ea	Dart	7005226	16.7
50103	Cup, Foam 8 Oz White	40/25 Ea	Monogram	765032	16.05
50104	Film, Plastic 18" Roll Cutter Box	2000 Ft	Monogram	8328288	19.85
50105	Foil, Aluminum 18"x1000' Std	1 RI	Monogram	4328266	52.35
50106	Fork, Medium Weight Plastic White	1000 Ea	Solo Cup	2005890	10.5
50114	Spoon, Tea Medium Weight Plastic White	1000 Ea	Solo Cup	9005885	10.5
50109	Lid, Slotted Cup Plastic 14 16 & 20 Oz Trans	10/100 Ea	Dart	4002044	13.2
50150	Container, Aluminum Oblong Pan 3 Compartment	250 Ea	Pactiv	5024575	66.8
50110	Napkin, Dinner 15x17 White 1 Ply 1/8 Fold	20/150 Ea	Acclaim	3341047	42.45
50112	Placemat, 9.75x14 Dubonnet White	1000 Ea	Monogram	763482	14.65
50113	Plate, Foam 6" White	8/125 Ea	Monogram	892042	18.75
50115	Stirrer, Wood Coffee 5.5" Unwrapped	10/1000 Ea	Royal Paper	3013877	14.6
50107	Glove, Vinyl Large Powder Free Eclipse	10/100 Ea	Handgards	323139	32
50108	Hairnet, Nylon 28" Light Brown Lightweight	144 Ea	Royal Paper	4387221	16.85
50116	Bleach, Institutional Germicide Ultra Liquid	6/96 Oz	Clorox	1311497	11.45
50117	Banana, Petite Fresh	150 Ea	Packer	4006441	18.95
50119	Celery, Stick 4" Fresh	4/5 Lb	Packer	1039031	17.85
50120	Carrot, Stick	4/5 Lb	Cross Valley	2348936	20.35
50121	Cilantro, Fresh Herb Washed & Destemmed	4/1 Lb	Cross Valley	9326430	14.25
50122	Lemon, 165 Size Choice Fresh	36 Ea	Packer	7062763	11.9
50123	Lettuce, Shred 1/8" Fresh	4/5 Lb	Cross Valley	6332241	11.75
50136	Cantaloupe, Fresh Melon	9 Ea	Packer	5095070	20.3
50124	Watermelon, Fresh	2 Ea	Packer	5043278	14.7
50125	Onion, Green Iceless Fresh	4/2 Lb	Cross Valley	1326438	15.75
50126	Onion, Yellow Jumbo Box Fresh DISC	10 Lb	Cross Valley	3011822	7.55
50127	Onion, Yellow Medium Fresh	50 Lb	Packer	9007345	31.45
50128	Orange, Choice Fresh	88 Ea	Packer	2010452	21.95
50129	Pepper, Bell Green Fresh Medium	5 Lb	Packer	9011826	11.25
50130	Potato, Russet Non-idaho 90 Count Fresh	50 Lb	Packer	5259981	13.4
50135	Tomato, Us #2 Fresh	25 Lb	Packer	2015881	12.25
50131	Salad, Tuna Ref	2/5 Lb	Signature	3002540	35.25
50132	Salad, Potato Country Alex Classic W/ Egg	3/10 Lb	Orval Kent	1045020	31.85
50133	Salad, Chicken Ref	2/5 Lb	Signature	4002549	35

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT  
FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM  
PR 07-037**

10.13	3" & 6" Spatulas	1	_____	Each	\$ _____
10.14	Pie Server	1	_____	Each	\$ _____
10.15	10" Plates – 3 sectional	1	_____	Each	\$ _____
10.16	Small Bowls	1	_____	Each	\$ _____

**TOTAL GROSS OFFER \$ \_\_\_\_\_**

For items not listed provide the following

Fixed percent over landed price - Frozen Foods	<u>13%</u>
Fixed percent over landed price - Canned and Dry Goods	<u>15%</u>
Fixed percent over landed price - Supplies	<u>18%</u>
Fixed percent over landed price - Kitchen Supplies	<u>18%</u>
Fixed percent over Market cost - Dairy	<u>13%</u>
Fixed percent over Market cost – Meat	<u>12%</u>
Fixed percent over Market cost – Fish	<u>12%</u>
Fixed percent over Market cost – Poultry	<u>12%</u>
Fixed percent over Market cost – Produce	<u>15%</u>
Fixed percent over Market cost – Salads	<u>15%</u>

Tax Rate \_\_\_\_\_ % Taxes: \$ \_\_\_\_\_

Payment Terms (See Part III, Section 3.8) \_\_\_\_\_ % Net \_\_\_\_\_

Order Guide

Order Guide: Local OG #999999-10, 999999  
(Local OG)

Customer CITY OF AVONDALE (73705915)  
1007 S. 3rd Street  
Avondale, AZ 85323-6804  
(623) 333-2400

CONFIDENTIAL

Line #	Product Description	Pack Size	Brand	Prod Nbr	Price	Cust Prod Nbr
50000	Cheese, American Yellow Sliced 120 Count	4/5 Lb	Glenview Farms	3340510	36.55	
50001	Cheese, Cheddar Yellow Regular Shred	4/5 Lb	El Pasado	1332642	39.80	
50002	Cheese, Cheddar Monterey Jack Fancy Shred	4/5 Lb	El Pasado	7205727	40.60	
50003	Cream, Heavy 36% Ref Dairy	12/1 Qt	Glenview Farms	7340979	35.85	
50004	Egg, Whole Peeled Hard Cooked Brine Pack	20 Lb	Glenview Farms	827915	32.85	
50005	Egg, Whole In Shell Medium White Grade A	15 Dz	Glenview Farms	823021	15.30	
50006	Ice Cream Cup, Vanilla	48/4 Oz	Good Humor	279232	13.80	
50007	Margarine, Spread Whipped Ss Cup Ref	900/5 Gr	Glenview Farms	703512	18.55	
50008	Milk, Low Fat 2% Corrugated Carton Ref	2/1 Ga	Packer	2431385	5.65	
50009	Milk, Low Fat 2% Homogenized Squat Carton	70/5 Pt	Alta Dena Dairy	2228807	17.75	
50010	Beef, Ground 81/19 Bulk Frozen Raw	4/5 Lba	Stock Yards	3534328	2.21	
50011	Beef, Patty Pub Style Flame Broiled Cooked	53/3 Oz	Us Foodservice C	5383054	35.95	
50012	Beef, Chuck Shoulder Clod Choice 114 3 Pie	3/21 Lba	Ibp-iowa Beef Pro	5018064	1.93	
50013	Beef, Tripe Special Trim Defatted Raw Froze DISC	60 Lb	Conagra Foods	2323764	41.35	
50014	Hot Dog, All-meat Roller Grill 4:1 6" Frozen	10 Lb	Patuxent Farms	8328916	19.35	
50015	Pork, Patty Rib Shape Charbroiled Frozen	53/3 Oz	Advance Food He	6108369	25.45	
50016	Pork, Cube Fritter Breaded Deluxe Frozen	40/4 Oz	Advance Food He	2063006	32.45	
50017	Pollock, Fillet 4-6 Oz Boneless Alaskan Raw	10 Lb	Fishery Products	5102751	22.80	
50148	Pollock, Fillet 3.6 Oz Nordica Style Alaskan L	10.35 Lb	Viking	2114890	20.90	
50018	Chicken, Leg Quarter Raw Ref Bulk Cvp	40 Lb	Packer	3090727	25.10	
50019	Chicken, Dark & White Diced .5" Cooked 1-d	10 Lb	Patuxent Farms	7336415	32.25	
50020	Chicken, Nugget Breaded .75 Oz Breast Trai	2/5 Lb	Pierce	8196149	17.65	
50021	Chicken, Patty Breaded Breast Tvp Cooked I	60/3.33 Oz	Tyson	9049933	23.15	
50043	Juice, Orange 100% Cup	48/4 Oz	Ocean Spray	3008539	16.35	
50022	Bean, Green Cut Frozen	20 Lb	Harvest Value	3328226	14.20	
50026	Broccoli, Cut Iqf Frozen	20 Lb	Monarch	4328423	16.95	
50033	Carrot, Diced Frozen	20 Lb	Monarch	5328158	13.95	
50034	Cauliflower, Frozen	12/2 Lb	U.s. Red	9328113	24.55	
50038	Corn, Cut Frozen	20 Lb	Harvest Value	4328233	15.90	
50044	Pea, Green Frozen	20 Lb	Harvest Value	8328247	15.60	
50045	Potato, French-fry 1/4" Shoestring Line Flow	6/4.5 Lb	Harvest Value	8327041	15.40	
50023	Bread, Garlic Loaf Roasted	12/14.9 Oz	La Brea Bakery	5353990	24.40	
50024	Bread, Pullman Wheat 26 Sliced Frozen	10/24 Oz	Hilltop Hearth	8340309	18.35	
50025	Bread, White Pullman 26 Slice Frozen	10/24 Oz	Hilltop Hearth	4340303	18.10	
50027	Bun, Hamburger Sliced Plain 4" Frozen	8/12/2.1 Oz	Hilltop Hearth	5328604	17.15	
50028	Bun, Sliced Plain Hot Dog 6" Frozen	8/12/1.7 Oz	Hilltop Hearth	3328606	17.35	
50029	Cake, Sheet Chocolate Iced 12" X 16" Froze	4/74 Oz	Sara Lee Bakery	8017741	45.60	
50030	Cake, Sheet Full Banana Iced 12" X 16" 69 C	4/75 Oz	Sara Lee Bakery	5014550	42.30	
50031	Cake, Sheet Full Carrot Iced 12" X 16" Froze	4/96 Oz	Sara Lee Bakery	2029734	52.45	
50032	Cake, Sheet Full Sponge Not Iced 12" X 16"	4/44 Oz	Sara Lee Bakery	6000434	24.25	
50035	Cobbler, Apple Raw Frozen	4/80 Oz	Chef Pierre	8107823	24.35	
50036	Cobbler, Peach Raw Frozen	4/80 Oz	Chef Pierre	9107822	26.00	
50037	Cookie, Oatmeal Raisin Thaw Serve Frozen	12/6/2 Oz	Otis Spunkmeyer	9378589	26.90	
50039	Dough, Cobbler Sheet Frozen	24/1 Lb	Rich's	1038850	37.85	
50046	Dough, Roll Sweet Yeast Frozen	240/1.5 Oz	Rich's	242826	20.10	
50040	Enchilada, Chicken Shred & Cheddar Cooke	60/3 Oz	El Pasado	8332652	34.70	
50041	Enchilada, Cheese W/o Sauce Cooked Froze	96/2.5 Oz	Butcher Boy	4008579	35.10	
50042	Lasagna, Meat Sauce Frozen	4/96 Oz	Presentations	6326300	51.50	
50048	Soup, Bean W/ Ham Hearty Condensed Froz	3/4 Lb	Classic Tureen	4326567	30.40	
50049	Soup, Potato W/ Bacon Frozen	3/4 Lb	Classic Tureen	9333568	25.60	
50050	Strawberry, Whole California Iqf Domestic Fr	10 Lb	Monarch	5327630	14.35	
50051	Tortilla, Corn White 6" 6 Oz Ref	12/5 Dz	Mission	8193898	18.70	
50052	Tortilla, Flour White 10" Pressed Frozen	12/1 Dz	Bueno	5237748	16.90	

Order Guide

Order Guide: Local OG #999999-10, 999999  
(Local OG)

Customer CITY OF AVONDALE (73705915)  
1007 S. 3rd Street  
Avondale, AZ 85323-6804  
(623) 333-2400

CONFIDENTIAL

Line #	Product Description	Pack Size	Brand	Prod Nbr	Price	Cust Prod Nbr
50053	Tortilla, Flour 6" Pressed Ref	24/1 Dz	El Pasado	5327507	19.60	
50054	Applesauce, In Juice	6/#10 Cn	U.s. Blue	8328130	21.25	
50055	Apricot, Half Unpeeled In Light-syrup 86-108	6/#10 Cn	U.s. Blue	7328941	36.60	
50056	Bean, Green Short Cut Heavy Pack Northwe	6/#10 Cn	Harvest Value	8330136	18.10	
50057	Bean, Pinto Dry Washed Raw	20 Lb	El Pasado	2332344	10.80	
50058	Bean, Refried Vegetarian Canned	6/#10 Cn	El Pasado	2332351	22.70	
50059	Beet, Sliced Fancy Medium Canned	6/#10 Cn	U.s. Blue	8330094	19.85	
50060	Chili, Beef No Bean Cooked Homestyle Froz	6/5 Lb	The Original Chili	1083120	52.40	
50061	Cracker, Saltine Ss	500/2 Ea	U.s. Blue	8327827	11.25	
50063	Dressing, 1000 Island	4/1 Ga	Harvest Value	5329008	23.45	
50064	Filling, Apple Pie Deluxe	6/#10 Cn	Hilltop Hearth	6331003	40.75	
50065	Mix, Gelatin Assorted Citrus Lemon Lime Or:	12/24 Oz	U.s. Blue	7370323	22.25	
50066	Mix, Gelatin Assorted Red	12/24 Oz	U.s. Blue	5343371	22.45	
50068	Hominy, White Fancy Canned	6/#10 Cn	U.s. Blue	5328448	19.20	
50069	Jam, Strawberry Plastic Cup Ss	200/.5 Oz	Knotts Berry Farr	8286973	14.00	
50070	Juice, Tomato 100% Bulk Loose Pack	48/5.5 Oz	Campbell's	3020559	17.90	
50071	Ketchup, Tomato Foil Pack Ss Shelf Stable	1000/9 Gr	U.s. Blue	9329384	22.60	
50072	Pasta, Macaroni Elbow Small Shelf Stable H:	2/10 Lb	Roseli	9327651	14.85	
50073	Pear, Northwest Diced Light-syrup	6/#10 Cn	U.s. Blue	9328378	25.25	
50074	Pear, Sliced 80-90 Count In Lite Syrup Shelf	6/#10 Cn	U.s. Blue	6355713	25.05	
50075	Pineapple, Chunk In Heavy-syrup	6/#10 Cn	Packer	172775	16.05	
50076	Potato, Pearl Mashed Skin-on	12/28.2 Oz	Basic American F	1258474	49.10	
50077	Potato, Scalloped Dehydrated	6/2.25 Lb	U.s. Blue	7329055	42.40	
50098	Potato, Sweet Cut Cooked Yam Canned	6/#10 Cn	U.s. Blue	2326502	28.05	
50161	Pudding, Banana Homestyle	6/#10 Cn	U.s. Blue	2358844	23.45	
50080	Pudding, Butterscotch Homestyle	6/#10 Cn	U.s. Blue	8358830	22.50	
50078	Pudding, Chocolate Rtu	6/#10 Cn	Harvest Value	1327337	19.60	
50079	Pudding, Vanilla Rtu	6/#10 Cn	Harvest Value	7327323	19.55	
50081	Pudding, Tapioca Rtu	6/#10 Cn	Harvest Value	9327321	22.30	
50082	Rice, Long Grain 4% Broken	50 Lb	U.s. Blue	9419433	14.45	
50083	Sauce, Bbq Gourmet Plastic	4/1 Ga	U.s. Blue	7329881	32.25	
50084	Sauce, Cheese Cheddar Aged	6/#10 Cn	El Pasado	3327335	39.90	
50085	Sauce, Cheese Cheddar	6/#10 Cn	Harvest Value	5327325	31.00	
50086	Sauce, Marinara Tomato	6/#10 Cn	Bell'orto	1050830	26.55	
50087	Sauce, Tartar Squeeze Shelf Stable Ss	200/.44 Oz	Kraft	64865	11.90	
50089	Shell, Taco White Regular 5"	8/25 Ea	Mission	4073284	9.35	
50090	Shell, Tostada	200 Ea	Pancho Villa	3010964	12.45	
50091	Base, Chicken Paste No Msg Ref Soup	6/1 Lb	Classic Tureen	1333426	32.30	
50092	Soup, Chicken Cream	12/50 Oz	Campbell's	4001947	44.60	
50093	Soup, Cream Of Mushroom	12/50 Oz	Campbell's	7001951	44.20	
50094	Spice, Garlic Powder	6 Lb	Monarch	760884	27.40	
50095	Spice, Paprika Spanish	18 Oz	Monarch	760587	9.15	
50162	Seasoning, Taco No Msg Spice	23 Oz	Tone's	798769	6.85	
50096	Vegetable Mix, Stew Fancy Canned	6/#10 Cn	U.s. Blue	5330071	22.55	
50097	Vegetable Mix, Diced Double Fancy Canned	6/#10 Cn	U.s. Blue	8330078	21.10	
50099	Bag, Storage Plastic 7x8 1 Quart Zip Guard	500 Ea	Handgards	6379424	36.15	
50100	Bag, Storage Food Plastic 10.5x10.5 Gal Cle	250 Ea	Handgards	7495427	33.90	
50101	Container, Foam 9x9x3.25 3 Compartment V	2/100 Ea	Monogram	852053	21.35	
50102	Container, Foam Squat 4 Oz	20/50 Ea	Dart	7005226	16.70	
50103	Cup, Foam 8 Oz White	40/25 Ea	Monogram	765032	16.05	
50104	Film, Plastic 18" Roll Cutter Box	2000 Ft	Monogram	8328288	19.85	
50105	Foil, Aluminum 18"x1000' Std	1 Rl	Monogram	4328266	52.35	
50106	Fork, Medium Weight Plastic White	1000 Ea	Solo Cup	2005890	10.50	

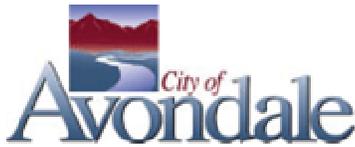
Order Guide

Order Guide: Local OG #999999-10, 999999  
(Local OG)

Customer CITY OF AVONDALE (73705915)  
1007 S. 3rd Street  
Avondale, AZ 85323-6804  
(623) 333-2400

CONFIDENTIAL

Line #	Product Description	Pack Size	Brand	Prod Nbr	Price	Cust Prod Nbr
50114	Spoon, Tea Medium Weight Plastic White	1000 Ea	Solo Cup	9005885	10.50	
50109	Lid, Slotted Cup Plastic 14 16 & 20 Oz Trans	10/100 Ea	Dart	4002044	13.20	
50150	Container, Aluminum Oblong Pan 3 Compart	250 Ea	Pactiv	5024575	66.80	
50110	Napkin, Dinner 15x17 White 1 Ply 1/8 Fold	20/150 Ea	Acclaim	3341047	42.45	
50112	Placemat, 9.75x14 Dubonnet White	1000 Ea	Monogram	763482	14.65	
50113	Plate, Foam 6" White	8/125 Ea	Monogram	892042	18.75	
50115	Stirrer, Wood Coffee 5.5" Unwrapped	10/1000 Ea	Royal Paper	3013877	14.60	
50107	Glove, Vinyl Large Powder Free Eclipse	10/100 Ea	Handgards	323139	32.00	
50108	Hairnet, Nylon 28" Light Brown Lightweight	144 Ea	Royal Paper	4387221	16.85	
50116	Bleach, Institutional Germicide Ultra Liquid C	6/96 Oz	Clorox	1311497	11.45	
50117	Banana, Petite Fresh	150 Ea	Packer	4006441	18.95	
50119	Celery, Stick 4" Fresh	4/5 Lb	Packer	1039031	17.85	
50120	Carrot, Stick	4/5 Lb	Cross Valley Farr	2348936	20.35	
50121	Cilantro, Fresh Herb Washed & Destemmed	4/1 Lb	Cross Valley Farr	9326430	14.25	
50122	Lemon, 165 Size Choice Fresh	36 Ea	Packer	7062763	11.90	
50123	Lettuce, Shred 1/8" Fresh	4/5 Lb	Cross Valley Farr	6332241	11.75	
50136	Cantaloupe, Fresh Melon	9 Ea	Packer	5095070	20.30	
50124	Watermelon, Fresh	2 Ea	Packer	5043278	14.70	
50125	Onion, Green Iceless Fresh	4/2 Lb	Cross Valley Farr	1326438	15.75	
50126	Onion, Yellow Jumbo Box Fresh	DISC 10 Lb	Cross Valley Farr	3011822	7.55	
50127	Onion, Yellow Medium Fresh	50 Lb	Packer	9007345	31.45	
50128	Orange, Choice Fresh	88 Ea	Packer	2010452	21.95	
50129	Pepper, Bell Green Fresh Medium	5 Lb	Packer	9011826	11.25	
50130	Potato, Russet Non-idaho 90 Count Fresh	50 Lb	Packer	5259981	13.40	
50135	Tomato, Us #2 Fresh	25 Lb	Packer	2015881	12.25	
50131	Salad, Tuna Ref	2/5 Lb	Signature Salads	3002540	35.25	
50132	Salad, Potato Country Alex Classic W/ Egg F	3/10 Lb	Orval Kent	1045020	31.85	
50133	Salad, Chicken Ref	2/5 Lb	Signature Salads	4002549	35.00	



# CITY COUNCIL REPORT

**SUBJECT:**

Design and Construction Contract - Salt River  
Project for the Avondale and Encanto Boulevard  
Improvement Project

**MEETING DATE:**

March 1, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a design services and construction contract with Salt River Project (SRP) for required irrigation improvements for the Avondale Boulevard and Encanto Boulevard Project in the amount of \$72,866.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On August 18, 2008, Council approved a professional services agreement with Dibble Engineering to provide street and traffic signal improvement design services for this project. This project is located on Avondale Boulevard approximately 1/2 mile north of McDowell Road and will install a traffic signal at the intersection as well as construct roadway widening to improve the overall safety of this intersection. (See Attached Vicinity Map)

**DISCUSSION:**

The intersection widening will affect the existing SRP irrigation system. SRP will design the relocation of their distribution structure at the southwest corner of the intersection as well as the undergrounding of 500 linear feet of the open channel ditch north of the intersection. SRP's design will also include reconnecting to the distribution line that runs west to the elementary school and the private system to the south. In accordance with SRP guidelines, construction surveying and installation of the new irrigation structure is also included in the scope of work.

The scope of work for this project includes:

- Survey
- Construction Engineering
- Structure Installation
- As-Built Documentation

**BUDGETARY IMPACT:**

Funding in the amount of \$72,866.00 is available in CIP Street Fund Line Item No. 304-1179-00-8420 (Traffic Signal - Avondale/Encanto).

**RECOMMENDATION:**

Staff recommends that the City Council approve a design services and construction contract with Salt River Project (SRP) for required irrigation improvements for the Avondale Boulevard and Encanto Boulevard Project in the amount of \$72,866.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

-  [Request for Authorization to Bill](#)
-  [Vicinity Map](#)



P.O. Box 52025  
Mail Station: SSW303  
Phoenix, Arizona 85072-2025  
(602) 236-5900  
[www.srpnet.com](http://www.srpnet.com)

File: RD-82888  
Coord: 0E-6.5N

July 10, 2009

City of Avondale  
Attn: Mr. Chris Hamilton  
11465 W. Civic Center Drive  
Suite 120  
Avondale, AZ 85323

RE: City of Avondale Project No. ST1179  
Avondale Boulevard and Encanto Boulevard

Dear Mr. Hamilton:

In order to proceed with construction of your project, we have prepared, for your review and acceptance, a proposal for construction and engineering services. Enclosed are a cost estimate and one copy of the final SRP irrigation plans and specifications for your project. SRP will install the irrigation delivery structure only. Your contractor will construct the remainder of the irrigation facility construction.

The estimated cost for installation of the irrigation delivery structure and construction engineering services is \$72,866. Please provide a letter with your authorization to bill for this estimated amount. We will invoice you for this amount upon completion of our construction. Mail the authorization to: Robert Padilla, Water Engineering Supervisor, Customer Projects, at the above address.

Please note that the cost proposal is only valid to August 31, 2009. If the authorization to bill is not received by this date, our costs will have to be updated accordingly. Provide the authorization to bill a minimum of six weeks before the delivery structure installation is required. The License and Notice to proceed for the remainder of the irrigation facility construction by your contractor should be available approximately two weeks after we receive your authorization to bill and all land issues are resolved.

In the preparation of these plans, considerable efforts have been made to identify and avoid conflicts with other major underground utilities. The costs of unanticipated conflicts, which require changes during construction, are not part of the cost estimate. We will request a change order to cover our increased costs should conflicts occur.



Mr. Chris Hamilton  
July 10, 2009  
Page -2

Prior to requesting bids for a contractor to construct the irrigation modifications, please contact the Customer Projects Watermaster, Hector Fuentes at (602) 236-4958 to coordinate your construction schedule with available dry-ups of the SRP irrigation system. Dry-ups may be impractical during certain times of the year.

We appreciate the opportunity to provide engineering and construction services for your project. If you have any questions concerning engineering, contact the Project Leader, Gary Bruno, at (602) 236-5182 or email at Gary.Bruno@srpnet.com. Questions concerning scheduling or the construction proposal can be answered by Mike Smith at (602) 236-5162. Please reference our file number RD-82888 on any correspondence regarding this project.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Larchick". The signature is written in a cursive, flowing style.

Robert E. Larchick, P.E.  
Manager, Water Engineering

GWB;jkw  
Enclosures

c: Mike Smith (w/Enclosures)

# EXHIBIT A Construction Bid Summary

File No: RD-82888

RD-82888  
Avondale Boulevard & Encanto Boulevard - C.O.A. Project #ST1179

SECTION I - Items by SRP

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1.	PLTO Structure #0289 (Sta. 35+86.0)	LS	1	64209	64,209	64,209
2.	Inspection	LS	1	2465	2,465	2,465
3.	Survey	LS	1	2996	2,996	2,996
4.	Construction Engineering	LS	1	1075	1,075	1,075
5.	Admin Support	LS	1	128	128	128
6.	As Built Drawings	LS	1	1365	1,365	1,365
7.	Project Supervision	LS	1	234	234	234
8.	Cost & Scheduling	LS	1	394	394	394
SECTION I TOTALS					\$72,866	\$72,866

SECTION II - Bid Items

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1.	24" RGR Conc Pipeline CL3	LF	8		<i>no bid</i>	
2.	24" RGR Conc Pipeline CL5	LF	44		<i>no bid</i>	
3.	36" RGR Conc Pipeline CL3	LF	540		<i>no bid</i>	
4.	Headwall Trashrack	EA	1		<i>no bid</i>	
5.	Modify Manhole	EA	1		<i>no bid</i>	
6.	Traffic Control, Security, & Patrolmen	LS	1		<i>no bid</i>	
7.	Construction Supervision	LS	1		<i>no bid</i>	
8.	Misc Construction Items	LS	1		<i>no bid</i>	
9.	Removal Items	LS	1		<i>no bid</i>	
SECTION II TOTALS						No Bid

Summary:	SECTION I - Items by SRP	\$72,866
	SECTION II - Bid Items	No Bid
		NET BID = \$72,866

NOTES:

1. This Estimate is based on site conditions as of June 6, 2009.
2. The Customer is responsible for the relocation of any conflicts with existing utility lines prior to the start of the SRP construction work.
3. Items listed within Bid Summary constitute a total bid which is valid until **August 31, 2009**.

# VICINITY MAP



Aug 2009 - GIS / MAPPING SECTION

## CITY OF AVONDALE Avondale Blvd & Encanto Blvd Improvements



# CITY COUNCIL REPORT

**SUBJECT:**

Changing City Council Meeting Days

**MEETING DATE:**

March 1, 2010

**TO:** Mayor and Council

**FROM:** Sammi Curless, Assistant to the Mayor and Council (623)333-1613

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Mayor would like to discuss with the City Council the possibility of moving City Council meetings from the first and third Monday of each month to avoid conflicts associated with Monday holidays.

**BACKGROUND:**

Section II, Article 12 of the City Charter sets forth the schedule for City Council meetings as the following:

"The council shall meet regularly at such times and at such place as shall be prescribed by its rules, but not less frequently than two (2) times a month. All meetings of the council shall be open to the public. No change shall be made in regular meeting times or place without a published seven-day notice."

It is within Section 4 of the City Council Rules of Procedure that a specific date and time for legislative meetings is set forth as the following:

"The City Council of the City of Avondale shall hold Regular Meetings at 7:00 p.m. on the first and third Monday of each month, in the Council Chambers located at 11465 West Civic Center Drive, or another place, date or time as determined by the City Council. No change shall be made in regular meeting time or place without a published seven-day notice in a newspaper of general circulation within the City of Avondale. Meetings are held for the purpose of discussion or action of the City Council on various issues deemed necessary to further the business of the City. These meetings may provide for "Citizen Comments/Unscheduled Public Appearances." (Res 2446-04)"

**DISCUSSION:**

The Mayor would like to receive feedback from the City Council on the following two meeting change options:

Option 1 - Move legislative meetings to the 2nd and 4th Mondays. Worksessions would then be held on the 3rd Monday as needed.

Option 2 - Move legislative meetings to the 1st and 3rd Tuesday and worksessions to the 2nd Tuesday as needed.

Should Council decide to modify meeting dates, staff will prepare a public awareness campaign to alert residents to the meeting date change.

**RECOMMENDATION:**

This item is for discussion and direction.

## ATTACHMENTS:

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
March 1, 2010

**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 ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the City Judge's annual evaluation.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available