

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**February 6, 2012**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 HEALTH INSURANCE CONSORTIUM

City Council will receive information regarding the results of a study that the City of Avondale participated in with four other valley cities to determine the viability of developing a municipal benefits pool in an effort to maintain the value of employee benefits in a cost effective manner. For information, discussion and direction.

### 3 ADJOURNMENT

Respectfully submitted,

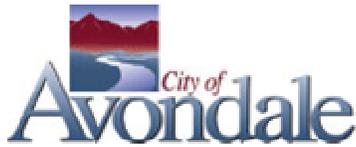
Carmen Martinez  
City Clerk

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.

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

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
Health Insurance Consortium

**MEETING DATE:**  
February 6, 2012

**TO:** Mayor and Council  
**FROM:** Cherlene Penilla, Human Resources Director (623) 333-2218  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will present information regarding the results of a study that the City of Avondale participated in with four other valley cities to determine the viability of developing a municipal benefits pool in an effort to maintain the value of employee benefits in a cost effective manner.

**BACKGROUND:**

On March 1, 2011, the City of El Mirage hired a benefit consultant to initiate a study to determine the feasibility of developing a municipal pool to provide employee benefits, specifically, health insurance benefits.

In October of 2011 the City of Avondale Benefit Administrator and a member of the City of Avondale Employee Benefit Team along with 13 other Cities and Towns attended a meeting to learn about the opportunity for Avondale to participate in the study. On November 6, 2011 draft benefit schedules were reviewed and approved by six Cities and Towns. One City withdrew at this meeting leaving five Cities to establish the pool. The cities and towns remaining in the pool at this time are:

- 1 Avondale
- 1 Apache Junction
- 1 El Mirage
- 1 Maricopa
- 1 Youngtown

**DISCUSSION:**

Combined, the above named cities, including Avondale, would contain a pool of approximately 940 employees and 2,350 dependents for a total of 3,290 members. The pool has been named the Metro Phoenix Municipal Employee Benefit Trust (MPMEBT).

There are several advantages to joining a trust:

- 1 Spreading the claims risk over a greater number of members
- 1 The ability to reduce operating expenses and administrative costs
- 1 Greater flexibility in determining benefits
- 1 Reducing premium fluctuations due to the ability to save money in the good years and weather the bad years
- 1 Potential for financial surplus
- 1 Ability to opt out of some Federal benefits

There are disadvantages to joining a trust:

- 1 Potential for deficits
- 1 Need for consensus with multiple entities
- 1 A requirement to remain in the trust for a minimum of three years

Three separate options were considered by the five cities with continued interest in the trust. All five agreed on one rating option. The following is an overview of how the plan compares with the City of Avondale's current benefit plan for employee health insurance.

**Major highlights of the MPMEPT plans:**

- 1 PPO with \$500 deductible and \$20 copay for Primary Care Physician
- 1 High deductible Health Plan with \$1,250 individual deductible and copay arrangement of \$25
- 1 High deductible Health Plan with \$3,000 deductible and no copay

Major highlights of the MIPMEPT plan as compared to the current City of Avondale health insurance plans:

<b>PPO PLAN COMPARISON</b>	
<b>Avondale PPO</b>	<b>MIPMEPT PPO</b>
\$1,000 Deductible	\$500 Deductible
\$35 Copay PCP	\$20 Copay PCP
\$50 Copay Specialist	\$40 Copay Specialist
\$100 Deductible Pharmacy	\$0 Deductible Pharmacy
\$15, \$35, \$100 Pharmacy Copays	\$10, \$30, \$50, \$75 Pharmacy Copays

<b>HEALTH SAVINGS ACCOUNT OPTIONS</b>	
<b>AVONDALE HSA</b>	<b>MIPMEPT HSA</b>
\$1,500 Individual Deductible	\$1,250 Individual Deductible
NO Copay	\$25 PCP & \$50 Specialist Copays
<b>2nd HSA OPTION</b>	<b>2nd HSA OPTION</b>
\$2,400 per member	Deductible \$3,000 Deductible

**Pricing:**

The cost for joining the Metro Phoenix Municipal Employee Benefit Trust (MPMEBT) would result in an approximately 3.75% increase to the current plan costs. This means if employees were to absorb the entire cost it would result in small increase per pay period. The cost will depend on how the cost will spread between those with family coverage and those employees with single (employee only) coverage and between the HSA and PPO options.

The City's Department Heads and the Employee Benefit Team have reviewed the MIPMEPT options and overall are supportive of continued efforts to pursue the MIPMEPT as an option. The information on the trust is currently being circulated throughout the City by the Benefit Team members and Kathy Reyes, Benefits Administrator, is meeting with Departments to provide more detailed information and answer questions from employees about the MIPMEPT.

**BUDGETARY IMPACT:**

The proposed plan will result in an increase in health insurance premiums of about 3.75% or approximately \$125,000 for FY12-13. This increase can be absorbed by the City, passed along to employees or shared. That decision will be made as part of the overall budget discussion in April.

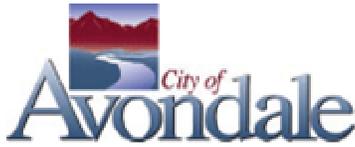
**RECOMMENDATION:**

For information, discussion and direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
February 6, 2012  
7:00 PM

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

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

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

1. Special Meeting of January 5, 2012
2. Work Session of January 9, 2012
3. Regular Meeting of January 9, 2012
4. Regular Meeting of January 17, 2012

**b. COOPERATIVE PURCHASING AGREEMENT - AJP ELECTRIC, INC**

City Council will consider a request to approve a Cooperative Purchasing Agreement with AJP Electric, Inc. to perform electrical service and construction site work in a total aggregate amount not to exceed \$300,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**c. CONSTRUCTION CONTRACT AWARD - NESBITT CONTRACTING CO., INC. – ROOSEVELT STREET IMPROVEMENTS**

City Council will consider a request to approve a construction contract with Nesbitt Contracting Co., Inc. to provide construction services for the Roosevelt Street Improvements in the amount of \$501,297.35 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. CONTRACT AWARD - JOSEPH PAINTING COMPANY, INC.**

City Council will consider a request to award a contract to Joseph Painting Company, Inc for the purpose of a manhole rehabilitation project for an amount not to exceed \$88,338.16, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. RESOLUTION 3028-212 - ADOPTION OF COUNCIL GOALS FY 2012-2013**

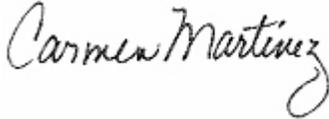
The City Council will consider a resolution establishing Council goals for fiscal year 2012-2013. The Council will take appropriate action.

#### 4 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) Doerflein v. City of Avondale litigation, (ii) threatened personnel-related litigation, and (iii) threatened litigation from Winners Companies.

#### 5 ADJOURNMENT

Respectfully submitted,



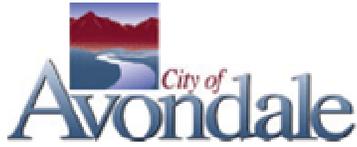
Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
February 6, 2012

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

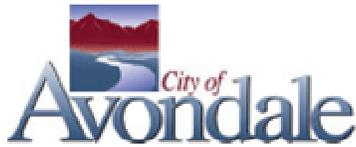
**PURPOSE:**

1. Special Meeting of January 5, 2012
2. Work Session of January 9, 2012
3. Regular Meeting of January 9, 2012
4. Regular Meeting of January 17, 2012

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - AJP Electric, Inc

**MEETING DATE:**

February 6, 2012

**TO:** Mayor and Council

**FROM:** Wayne Janis, Public Works Director (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council authorize electrical service and construction site work from AJP Electric, Inc. through a Cooperative Purchasing Agreement not to exceed an aggregate total of \$300,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The well and booster sites, collection lift stations and the water reclamation facility have emergency generators, well pumps and motors, as well as motor control centers which require preventative and corrective maintenance activities. There is also the need to have unexpected repairs, electrical work, and maintenance performed on these wells, motors, and pumps as failures do occur during normal operations. At times, electrical units even need to be replaced in a construction project. By having a contract in place with an outside contractor, our safety, troubleshooting, repair, and construction needs can be met at the sites over a range of potential issues where returning a well, pump, emergency generators or even an entire MCCs back into service as quickly as possible is paramount to providing reliable service to the city residents. AJP Electric Inc. offers the preventative and corrective maintenance and construction services that are needed in optimizing the operations and maintenance of our water resources facilities.

**DISCUSSION:**

The City of Avondale has secured a contract price with AJP Electric, Inc. to provide electrical services and construction site work. After a competitive bid process, the Alhambra School District entered into Contract# M10-25-15 with AJP Electric, Inc. and the city is permitted under Section 25-24 of the City Code to procure services under the Alhambra School District Contract without further public bidding. The Alhambra School District Contract permits its cooperative use by other governmental agencies including the City of Avondale. This contract will allow Public Works staff to assign all materials, equipment, tools, supplies, labor and supervision in electrical repairs and construction projects required subsequent to water/sewer site work from AJP Electric, Inc. on an as needed basis for the remaining contract period.

**BUDGETARY IMPACT:**

The Water Resources Staff estimates \$100,000 annually in expenditures for these types of repairs and construction projects, for a cumulative total over the contract period not to exceed \$300,000, subject to budget approval. The funding for the work provided under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6180, Water Administration Budget: 501-9110-00-6180, Collections Budget 503-9200-00-6720, and Water Reclamation Facility Budget: 503-9230-00-6770.

**RECOMMENDATION:**

Staff is recommending that the City Council authorize electrical service and construction site work from AJP Electric, Inc. through a Cooperative Purchasing Agreement not to exceed an aggregate total of \$300,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [CPA](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
AJP ELECTRIC, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of February 6, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and AJP Electric, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the Alhambra School District No. 68 ("Alhambra") entered into Contract No. Bid #M10-25-15 awarded December 3, 2010, as extended by that certain Amendment Number One dated December 15, 2011, (collectively, the "Alhambra Contract") for the Contractor to provide electrical services, materials, equipment and construction site work. A copy of the Alhambra Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the Alhambra Contract, at its discretion and with the agreement of the awarded Contractor, and the Alhambra Contract permits its cooperative use by other public entities including the City.

C. The City experienced problems with one of its generators that required immediate relocation, installation, materials and services (the "Emergency Project").

D. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Alhambra Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with electrical services, materials, equipment and construction site work for the City's one-time emergency project and for ongoing generator repair and services on an "as-required" basis, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Alhambra Contract. After the expiration of the Initial Term, this Agreement

may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Alhambra Contract has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Alhambra Contract), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Contractor’s failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

## 2. Scope of Work.

2.1 Emergency Project. For the Emergency Project, the Contractor shall provide the City with Materials and Services under the terms and conditions of the Alhambra Contract and as more particularly set forth in the Emergency Project Scope of Work and Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

2.2 Subsequent Materials and Services. For any ongoing repair to City generators, this is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Alhambra Contract. The City does not guarantee any minimum or maximum number of purchases will be made for ongoing generator repair pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City on an as-required basis in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a scope of services and fee proposal or other form of written acknowledgment between the parties describing the work to be completed, the labor and services required and a detailed fee proposal showing the Alhambra Contract unit rates and the number of units required for the work (each, a “Scope of Work and Fee Proposal”). Each Scope of Work and Fee Proposal approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Alhambra Contract and (ii) be attached hereto as Exhibit C and incorporated herein by reference. Scopes of Work and Fee Proposals submitted without referencing this Agreement and the Alhambra Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Scope(s) of Work and Fee Proposal(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Alhambra Contract, other than City’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

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

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

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$100,000.00 for the Materials and Services at the unit rates as set forth in the Alhambra Contract. The maximum aggregate amount for this Agreement shall not exceed \$400,000.00.

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the

provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations 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 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 this Agreement.

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

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Scopes of Work and Fee Proposals, invoices and the Alhambra Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Alhambra Contract (collectively, the "Unauthorized Conditions"), other than the City's

project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Scope of Work and Fee Proposal or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Alhambra Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. To the extent provided under the Alhambra Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Alhambra, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an  
Arizona municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Contractor”**

AJP ELECTRIC, INC., an Arizona corporation

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

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

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by \_\_\_\_\_, as \_\_\_\_\_ of AJP ELECTRIC, INC., an Arizona corporation,  
on behalf of the corporation.

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

(affix notary seal here)

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
AJP ELECTRIC, INC.

[Alhambra Contract]

See following pages.

**OFFER**  
**BID #M10-25-15**  
**Renewal for Year 2**

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the solicitation, and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax  
License Number 07-470050-V

Federal Employer Identification Number:  
86-0750443

Tax Rate: 6.045 %

For clarification of this offer, contact:

Name Jozef Paganik

Phone 602-944-5477

Fax 602-944-5784

E-mail jozef.paganik@ajpelectric.com

A J P Electric, Inc.

Company Name

11250 N. Cave Creek Rd.

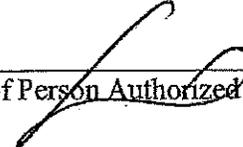
Address

Phoenix, AZ 85020

City

State

Zip

  
Signature of Person Authorized to Sign Offer

Anna Paganik

Printed or Typed Name

President

Title

**CERTIFICATION**

By signature in the Offer Section, above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror declares that they have carefully read and examined all information to the referenced solicitation and agree to comply with the district rules, regulations and policies.

Please Note: There are no Price changes for Bid #M10-25-15 - Renewal Year 2

December 3, 2010

**Subject: Electrical Services and Construction Site Work  
Bid#M10-25-15**

Dear Vendor

At the December 2, 2010, Governing Board Meeting, the Board awarded the Electrical Services and Construction Site Work contract AJP Electric Inc., Foster Electric Motor Service, JFK Electrical Contracting Ent. Inc., Jillotti Electric Service Co. Inc., KER Electric Inc., Kimbrell Electric Inc., and Swain Electric.

Please refer to the enclosed Acceptance of Offer.

The form of contract for services will be properly executed purchase orders referencing Contract Number Bid #M10-25-15, and will be issued during the contract period as the need arises.

Per the requirements listed in bid specifications, Fingerprint Clearance Cards must be received by December 29, 2010.

Thank you for submitting a proposal, and we look forward to working with you.

Sincerely,

Barbara Moulder  
Supervisor  
Purchasing/Warehousing

Enc.



## COOPERATIVE PURCHASING

This solicitation is being done by the Alhambra School District as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member schools/public entities in the Consortium who potentially may wish to utilize this contract. Other schools/public entities in and around the state of Arizona may be added during the term of the contract by SAVE with the approval of the lead district and the contract vendor. The estimated volume of purchases by other schools/public entities within SAVE have been taken into consideration by the lead district and all other schools/public entities that are not members of SAVE are prohibited from using the contract.

### Strategic Alliance for Volume Expenditures

#### Current Members

##### Municipalities

City of Apache Junction  
City of Avondale  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Page  
City of Peoria  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tucson  
City of Winslow  
  
City of Yuma  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Marana  
Town of Oro Valley

Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior

##### Counties

Apache County  
Cochise County  
Coconino County  
Gila County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

##### Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Community College  
University of Arizona

Yavapai College

**Political Agencies**

Arizona Supreme Court  
Central Arizona Project  
Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Maricopa Integrated Health System  
Mt. Lemmon Fire District  
North Country Community Health Center  
Pima County Joint Technology District #11 (JTED)  
Superior Court of Arizona, Maricopa County  
Superstition Mtn Community Facilities District  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority  
Phoenix-Mesa Gateway Airport Authority

**School Districts**

Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Avondale Elementary School District #44  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99

Colorado River Union High School District  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
East Valley Institute of Technology  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41 (Gilbert Pub. Schools)  
Glendale Elementary School District #40  
Glendale Union High School District  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
  
Marana Unified School District #6

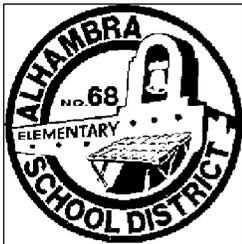
Maricopa Regional School District #509  
Maricopa Unified School District  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Northeast AZ Tech Institute of Voc Ed  
Osborn Elementary School District #8  
Page Unified School District #8  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12  
Pinon Unified School District #4  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
Sanders Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21

St. Johns Unified School District  
Sunnyside Unified School District #12  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Wilcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

## SURVEY INFORMATION

While all members of SAVE are eligible to use these contracts, the following schools/public entities have specifically expressed an interest in using these contracts via survey conducted electronically by the lead district. The annual estimated expenditure for each schools/public entity is listed for the convenience of the Bidders.

<b>Schools/Public Entities</b>	<b>Estimated Annual Usage</b>
Apache Junction Unified School District	\$10,000
City of Chandler	Undetermined
Deer Valley Unified School District	\$50,000
Florence Unified School District	\$3,200,000
Fowler Elementary School District	\$10,000
Glendale Elementary School District	\$50,000
Phoenix Union High School District	\$100,000
Tolleson Elementary School District	\$10,000
<b>TOTAL</b>	<b>\$3,430,000</b>



# Alhambra School District

4510 N. 37<sup>th</sup> Ave.  
Phoenix, AZ 85019

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BID # M10-25-15  
PROJECT: Electrical Service & Construction Site  
Work

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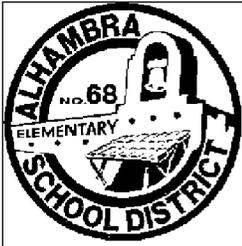
## DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10)

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



# Alhambra School District

4510 N. 37<sup>th</sup> Ave.  
Phoenix, AZ 85019

BID # M10-25-15  
PROJECT: Electrical Service & Construction Site  
Work

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## UNIFORM INSTRUCTIONS TO BIDDERS

### I. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Bidder to submit as part of the bid.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the bid and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/Public Entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Bidder”** means a vendor who responds to the solicitation.
- I. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- J. **“Responsible Bidder”** means the bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- K. **“Responsive Bidder”** means the bidder who submits a bid that conforms in all material respects to this Invitation For Sealed bids, Instruction to Bidders and the Plans and Specifications which are incorporated herein by this reference.
- L. **“Solicitation”** means an Invitation for Bids (IFB).
- M. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- O. **“School District/Public Entity”** means the School District/Public Entity that executes the contract.

## II. Inquiries

- A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its bid for accuracy before submitting the bid. Lack of care in preparing a bid shall not be grounds for withdrawing the bid after the bid due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an bid and not be opened until after the bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the bid due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. A Bidder may not rely on verbal responses to inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

## III. Bid Preparation

- A. Forms: No Facsimile or Electronically Submitted Bids. A bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted bid shall be rejected.
- B. Typed or Ink; Corrections. The bid should be typed or in ink. Erasures, interlineations or other modifications in the bid should be initialed in ink by the person signing the bid. Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the bid.  
  
Exceptions to Terms and Conditions. All exceptions included with the bid shall be submitted in a clearly identified separate section of the bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected
- D. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the bid.

- E. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.
- F. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the bid.
- G. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- I. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes.
- J. Disclosure. If the Firm, business, or person submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the bid. The Bidder shall include a letter with its bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
  1. Addenda/Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement of Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Special Instructions to Bidders; and
  9. Uniform Instructions to Bidders
- L. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### **IV. Submission of Bid**

- A. Sealed Envelope or Package. Each bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Bid Amendment or Withdrawal. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all bids submitted and opened are public records and must be retained by the School District/Public Entity. bids shall be open to public inspection after Contract award, except for such bids deemed to be confidential by the School District/Public Entity. If a Bidder believes that information in its bid should remain confidential, it shall stamp as confidential that information and submit a statement with its bid detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District/Public Entity's Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the bid and Acceptance form or other official contract form, the Bidder certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid; and
  2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

## V. **Additional Bid Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the bid will be considered by the School District/Public Entity when determining the lowest bid; except when a responsive Bidder which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Bidders in state and out of state, Bidders shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Bids. A bid submitted after the exact bid due date and exact time shall be rejected.
- D. Disqualification. A bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a bid under this Solicitation shall hold its bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the bid acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
1. Waive any minor informality;
  2. Reject any and all bids or portions thereof; or
  3. Cancel a solicitation.

## VI. **Award**

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Bidder is not in the School District/Public Entity's interest, "all or none" bids shall be rejected.
- B. Contract Commencement. A bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

## **VII. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the District Representative before the bid due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

## **UNIFORM GENERAL TERMS AND CONDITIONS**

### **I. Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **II. Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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

### III. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the bid and in any resulting Contract.
  2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

### IV. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

### V. **Risk and Liability**

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

- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## **VI. Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **VII. School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## VIII. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
  1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
  3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**IX. Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

**X. Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. The Strategic Alliance for Volume Expenditures “SAVE” is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by an eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/Public Entity shall:
  - 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
  - 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible schools/public entities shall be the exclusive obligation of the school/public entity.
  - 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible school district/public entity, and the eligible school district/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible school district.
  - 4. The exercise of any rights or remedies by the eligible school district/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

**XI. Gift Policy**

The Strategic Alliance for Volume Expenditures (SAVE) will accept no gifts, gratuities or advertising products from vendors. The SAVE has adopted a zero tolerance policy concerning vendor gifts. Members of SAVE may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

**XII. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**XIII. Contractor’s Employment Eligibility**

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

#### **XIV. Terrorism Country Divestments**

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

#### **XV. Scrutinized Business operations**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

#### **XVI. Fingerprint Checks**

If required to provide services on school district property, the contractor shall submit a Fingerprint Clearance Card to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

#### **XVII. Clarifications/Discussions**

Clarification means communication with Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Bidder. Clarification does not give Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

#### **XVIII. Confidential Information**

Confidential information request: If Bidder believes that its bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public Record: All bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official at the Alhambra School District, 4510 N. 37<sup>th</sup> Ave., Phoenix, AZ 85019, by appointment.

**SPECIAL TERMS AND CONDITIONS**  
**IFB # M10-25-15**

**I. District Representative**

In accordance with the "Uniform Instructions To Offerors," paragraph seven, the District Representative is Dr. Doug Virgil, Assistant Superintendent Business Services.

**II. Purpose**

The Alhambra School District will receive sealed bids for the purchase of electrical service and construction site work on an as needed basis as determined by the District during the contract period of January 1, 2011 until December 31, 2011.

**III. Insurance**

- A. Bidder agrees to maintain such insurance as will fully protect Bidder and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to the District.
- B. Successful Bidder will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Alhambra School District** and Members of the Strategic Alliance for Volume Expenditures (SAVE) as an additional insured party.
- C. Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

**IV. Licenses**

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder.

**V. Safety**

- A. Bidder, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Bidder, its employees, its subcontractors, and/or other persons present. Bidder will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- B. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

**VI. Fingerprinting**

A Fingerprint Clearance Card will be required for this contract, please refer to paragraph sixteen (16) under "Uniform General Terms and Conditions." The Fingerprint Clearance Card must be received by December 29, 2010.

**VII. Terms of Award**

The District reserves the right to award a contract, beginning January 1, 2011 and ending December 31, 2011. The District reserves the right to extend the contract for four (4) additional one-year contracts ending December 31, 2015, providing services performed by the vendor are satisfactory to the District, and funding is available.

It is expected that Governing Board approval for this contract will be made in December 2, 2010.

**VIII. Multiple Award**

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

**IX. Evaluation**

- A. Representatives of the District will evaluate the bid.
- B. The bids will be initially evaluated for conforming to the requirements of the bid. All those responsible and responsive vendors who met the technical requirements will then be evaluated for pricing and specification of products.
- C. Evaluation criteria are listed below.
  - 1. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor
  - 2. Availability of dedicated account representative.
  - 3. References of educational customers who have purchased from you in the last six months.
  - 4. Past service and performance.
  - 5. Conformity to the exact requirements of this bid
- D. All bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the bid documents remain confidential.

**X. Contingencies**

The total purchase of all orders to be issued against contracts is not known, and the Alhambra School District will not be bound to purchase a minimum quantity during the contract period.

**XI. Guarantees By the Successful Bidder(s)**

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

**XII. Non-Exclusive Contract**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

**XIII. Inspection**

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

**XIV. Vendor Responsibility**

- A. The successful Bidder shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.
- B. The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.
- C. The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D. The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder's responsibility to ensure continuation of service.
- E. The successful Bidder must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

**XV. Vendor Required Contract/Agreement**

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

**XVI. Delivery of Services**

Services must be received within time agreed to by the District and the Bidder. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

**XVII. Local Representative**

Bidder **shall** have a LOCAL field representative available at all times during the contract period.

**XVIII. Authority**

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**XIX. Integrity of Bid**

By signing this bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted bid or any resulting contract.

**XX. Billing**

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Alhambra School District, or a member of SAVE will refer to the IFB number of this bid.

**XXI. Price Clause**

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services bid and shall include all associated costs. DO NOT include sales tax on any item in the bid.
- B. After initial contract term and prior to any contract renewal, the Alhambra School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise bid any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Alhambra School District.

**XXII. Brand Name or Equal**

Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your bid differs in any way, you must give complete detailed description of your bid including pictures and literature where applicable.

**XXIII. Descriptive Literature**

All bids must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

**XXIV. Deviations to Bid**

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the Bidder's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Bidders formal bid. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.

**XXV. Procurement Methods**

Any parts or repair services obtained under this Invitation for bid may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for parts and the labor rate must remain the same no matter what purchasing method the District uses.

**SCOPE OF WORK**  
**BID #M10-25-15**

- I. No representation is given as to whether each, or any, of the bid items will be needed, or purchased; nor, in what quantities.
- II. Unit rates represent the total compensation that will be paid to the contractor for the work. Unit rates shall include all materials, equipment, tools, supplies, labor, supervision, insurance, licenses, overhead and profit, as applicable.
- III. Offerors may respond to any, or all, of the unit price items contained on the bid form.
- IV. Contractors must be licensed in the State of Arizona and must have a minimum of five (5) years related experience to perform the work for which they submit bids. Contractors shall comply with, and adhere to, all laws and regulations pertaining to the work. Contractors shall comply with all district procedures and policies relating to the contractor's presence on school property. No smoking on any school property is allowed. All work performed by the contractor shall comply with applicable building and safety codes and all government entities having jurisdiction. The contractor shall coordinate the work with other contractors, utility companies, City of Phoenix, City of Glendale, State Fire Marshal, and State Office of Manufactured Housing and schedule inspections as required for performance of the work.
- V. For each project contemplated under the contract, the electrical contractor shall provide a not-to-exceed estimate for approval by the Alhambra School District/public entity prior to commencement of the work.
- VI. Prior to starting any work, the contractor MUST furnish certificates of insurance naming the Alhambra School District/public entity as an additional insured, demonstrating the following minimum coverages are in effect:

<u>Type</u>	<u>Amount</u>
Workman's Compensation/Employer's Liability Insurance	As required by law
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

- VII. Prior to starting any work, the contractor MUST furnish Fingerprint Clearance Cards for all employees who might provide service under this contract. Please refer to paragraph sixteen (16) under "Uniform General Terms and Conditions."

**BID REQUIREMENTS**  
**BID #M10-25-15**

**One (1) Original and one (1) Copy** of your bid must be submitted. The Alhambra School District will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with *index tabs*:

- Tab 1. Letter of interest and a statement of qualifications. Offeror should set forth, in some detail, their background and experience.
  
- Tab 2. The form of contract for any award made as a result of this bid will be a District purchase order (issued annually), referencing this IFB, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the bid contract must be included with the bid.
  
- Tab 3. Information Request Form (page 25)
  
- Tab 4. Bid Cost Form (page 27).  
A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
  
- Tab 5. All Applicable Forms:  
Bid and Acceptance Form (page 29)  
Deviations and Exceptions (page 31)  
Acknowledgment of Addendums (page 32)  
Drug Free Workplace (page 33)  
Non-collusion Affidavit (page 34)  
W-9 (page 35)  
Certificate of Insurance

**INFORMATION REQUEST FORM  
BID # M10-25-15**

**I. FIRM AND USER'S INFORMATION**

Firm Name \_\_\_\_\_

Length of time your Company has been in business under their current name \_\_\_\_\_

Length of time your Company has been doing business in Arizona \_\_\_\_\_

Toll Free Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

**II. EXPERIENCE**

Please make copies of the Vendor Performance Evaluation Survey attached and send to a minimum of three (3), maximum of five (5), customers for which you have provided services/products comparable to those being offered in this bid. Completed evaluation surveys should be returned directly to the Alhambra School District at the fax number or e-mail address listed in the survey.

Below, list the names of customers you provided the Vendor Performance Evaluation Survey:

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

Name of Company _____
Contact Name _____
Address _____
Phone Number _____ Fax Number _____
E-Mail _____

**VENDOR PERFORMANCE EVALUATION SURVEY  
ELECTRICAL SERVICE AND CONSTRUCTION SITE WORK  
BID # M10-25-15**

<b>Date:</b>	
<b>To:</b>	
<b>Firm:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Subject:</b>	<b>Performance Evaluation of:</b> <span style="float: right; font-size: small;"><i>Enter Offeror's Name Here</i></span>

To Whom It May Concern:

The Alhambra School District has implemented a process that collects information on vendors wishing to do business with the District. The information will be used to assist the District in the evaluation and procurement of the above firm.

The above referenced vendor has submitted a bid response to the Alhambra School District to provide Electrical Service and Construction Site Work. You have been listed by this vendor as a reference. The information you provide will be used to assist the District in the evaluation and procurement of the above firm.

The company listed above has chosen to participate in this program. They have listed you as a past client for which they have provided service. Both the company and the Alhambra School District would greatly appreciate you taking a few minutes out of your busy day to complete this questionnaire.

Please evaluate the performance of the vendor (10 means you are Always satisfied and have no question about hiring them again, 5 means you are Sometimes satisfied, and 1 means you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

No.	Criteria	Unit	Score
1	Ability to manage the project cost (minimize additional cost).	(1-10)	
2	Ability to solve problems.	(1-10)	
3	Quality of workmanship.	(1-10)	
4	Professionalism and ability to manage (quick response time).	(1-10)	
5	Ability to keep system working.	(1-10)	
6	Communication.	(1-10)	
7	Ability to follow the users rules, regulations, and requirement (housekeeping, safety, etc.).	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring vendor again).	(1-10)	
9	Response Time.	(1-10)	
<b>Total Points</b>		(0-90)	

Thank you for your time and effort in assisting the vendor in this important endeavor. Please fax your response to the Alhambra School District at (602) 336-2269 or e-mail it to [purchasing@alhambraesd.org](mailto:purchasing@alhambraesd.org), by **9:00 a.m. on November 4, 2010**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Firm

**BID COST FORM**  
**BID #M10-25-15**

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Bid. I/We agree to comply with the Districts rules, regulations and policies.

Certain members of SAVE may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to bid a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card?      \_\_\_ Yes    \_\_\_ No

Discount for payment within 72 hours using the Procurement Card? \_\_\_\_\_

Would you be willing to allow other members of "SAVE" to piggy-back and purchase from the contract if awarded through this IFB?\*       Yes     No

*\*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to make available to other schools/public entities the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

**LABOR RATES**

Hourly labor rates are all-inclusive of the costs associated with providing labor for the work. Included are all wages, benefits, taxes, insurance, supervision, overhead, profit, tools of the trade (up to a value of \$1,000 per tool), and transportation. Time cards shall be submitted weekly to the Alhambra School District/public entity and approved by the maintenance supervisor, or designee.

Journeyman Electrician (straight time)	\$ _____/hour
Journeyman Electrician (over time)	\$ _____/hour
Journeyman Electrician (premium time/holidays)	\$ _____/hour
Journeyman Electrician, with service truck (straight time)	\$ _____/hour
Journeyman Electrician, with service truck (over time)	\$ _____/hour
Journeyman Electrician, with service truck (premium time/holidays)	\$ _____/hour
Apprentice Electrician (straight time)	\$ _____/hour
Apprentice Electrician (over time)	\$ _____/hour
Apprentice Electrician (premium time/holidays)	\$ _____/hour

**MATERIAL RATES**

The material rate is a percentage mark-up on all materials and equipment furnished by the electrical contractor for incorporation into the work. The material rate will be applied to the actual out-of-pocket cost paid by the electrical contractor to suppliers. A list of materials and equipment shall be provided by the contractor and approved by the Alhambra School District/public entity in advance of any work. The actual out-of-pocket cost shall be verified with copies of actual supplier invoices for all materials and equipment with an individual item cost of \$50, or more. The material rate includes all costs for providing materials and equipment for the work including taxes, shipping & handling, delivery, storage, insurance, overhead and profit.

Material rate percentage mark-up \_\_\_\_\_%

**SUBCONTRACTOR RATE**

The subcontractor rate is a percentage mark-up on the cost of work performed by subcontractors in the performance of the work. The electrical contractor will be reimbursed for the cost of work performed by subcontractors plus this mark-up. The subcontractor rate is to include all costs associated with work performed by subcontractors including coordination, taxes, insurance, overhead and profit. The electrical contractor will be paid for work performed by subcontractors only if, and when, the use of subcontractors for the work has been approved in advance by the Alhambra School District/public entity.

Subcontractor rate percentage mark-up \_\_\_\_\_ %

**EQUIPMENT RATES**

The equipment rate is a percentage mark-up on the actual cost of rental equipment with a per item value of over \$1,000. All tools and equipment with a per-item value of \$1,000, or less, are included in the hourly labor rate. The contractor shall provide copies of invoices from the rental company to substantiate the actual cost of rental equipment for each project. For equipment that is owned by the electrical contractor, a rental schedule of base rates (exclusive of overhead and profit, etc.) shall be attached to this offer that will become part of the unit rate schedule. The rental rate mark-up includes all costs associated with renting equipment including fuel, oil, maintenance, repairs, delivery to the job site, taxes, insurance, overhead and profit.

Equipment rate percentage mark-up \_\_\_\_\_ %

**TRENCHING RATES**

The trenching rates are per lineal foot charge for the costs of excavation, backfill, and compaction, for the installation of underground conduit. The minimum length of trench represents the base quantity of trenching per project where required for quantities where efficiencies are low. The trenching rates include all costs associated with trench excavation, backfill, and compaction, including taxes, insurance, coordination, equipment, materials, tools, supplies, labor, profit and overhead. The contractor shall be responsible for obtaining Blue Stake surveys, where applicable, and for protecting existing improvements. Minimum compaction of trench backfill shall be to 85% of maximum density based on the Proctor Test, and shall be accomplished in lifts of not more that 12 inches deep.

Up to eight inch wide trench up to four feet deep \$ \_\_\_\_\_ /LF

Minimum length of trench for eight inch wide trench \_\_\_\_\_

Nine to twelve inch wide trench up to four feet deep \$ \_\_\_\_\_ /LF

Minimum length of trench for nine to twelve inch wide trench \_\_\_\_\_

Thirteen to twenty inch wide trench up to four feet deep \$ \_\_\_\_\_ /LF

Minimum length of trench for thirteen to twenty inch wide trench \_\_\_\_\_

\_\_\_\_\_  
Name of Company Proposing

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**BID AND ACCEPTANCE  
BID #M10-25-15**

The Undersigned hereby bids and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the bid.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this bid, contact:

\_\_\_\_\_

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

Federal Employer Identification No.: \_\_\_\_\_

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

\_\_\_\_\_

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

Tax Rate: \_\_\_\_\_ %

Email: \_\_\_\_\_

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

\_\_\_\_\_ Signature of Person Authorized to Sign Bid

\_\_\_\_\_ Address

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

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

\_\_\_\_\_ Title

**CERTIFICATION**

By signature in the bid section above, the Bidder certifies:

1. The submission of the bid did not involve collusion or other anti-competitive practices.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, directed to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the bid. Signing the bid with a false statement shall void the bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the Bidder does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. § 35-393, the Bidder does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.

**ACCEPTANCE OF BID**

**The bid is hereby accepted.**

**The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's bid as accepted by the School District/Public Entity.**

**This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.**

**The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.**

**Awarded this day of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**STATEMENT OF NO BID**  
**BID #M10-25-15**

If you are not bidding on this service/commodity, please complete and return **only** this form to: Alhambra School District, 4510 N. 37<sup>th</sup> Ave., Phoenix, AZ 85019 or fax it to the attention of the Purchasing Department 602-336-2269. (Please print or type, except signature)

Failure to respond may result in deletion of Bidder's name from the qualified Bidder's list for the Alhambra School District.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your IFB #M10-25-15 for Electrical Service and Construction Site Work because of the following reasons:

Service/Commodity

- \_\_\_\_\_ We do not offer this product or the equivalent.
- \_\_\_\_\_ Insufficient time to respond to this solicitation.
- \_\_\_\_\_ Remove our name from this list only.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet all insurance requirements.
- \_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**DEVIATIONS OR EXCEPTIONS**  
**BID #M10-25-15**

List any deviation or exception for any item listed under Specifications/Scope of Work. The item number must be listed and the page of the IFB it is found on. Any deviation/exception or inability of the Bidder to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the IFB.

The following deviations/exceptions are being submitted for consideration:

---

The undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation:

---

Firm

---

Authorized Signature

**ADDENDUM ACKNOWLEDGMENT**

**BID #M10-25-15**

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within three days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete bid response.

Please sign and date

**ADDENDA NO. 1 Acknowledgement** \_\_\_\_\_  
Signature Date

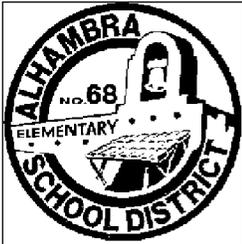
**ADDENDA NO. 2 Acknowledgement** \_\_\_\_\_  
Signature Date

**ADDENDA NO. 3 Acknowledgement** \_\_\_\_\_  
Signature Date

*If no addendums were issued*, indicate below, sign the form and return with your response.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



# Alhambra School District

4510 N. 37<sup>th</sup> Ave.  
Phoenix, AZ 85019

BID # M10-25-15  
PROJECT: Electrical Service & Construction Site  
Work

Page  
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35

## DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
OFFEROR'S SIGNATURE

**Must be executed and returned with attached proposal at time of bid opening to be considered.**



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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



**SUBCONTRACTOR RATE**

The subcontractor rate is a percentage mark-up on the cost of work performed by subcontractors in the performance of the work. The electrical contractor will be reimbursed for the cost of work performed by subcontractors plus this mark-up. The subcontractor rate is to include all costs associated with work performed by subcontractors including coordination, taxes, insurance, overhead and profit. The electrical contractor will be paid for work performed by subcontractors only if, and when, the use of subcontractors for the work has been approved in advance by the Alhambra School District/public entity.

Subcontractor rate percentage mark-up 15 %

**EQUIPMENT RATES**

The equipment rate is a percentage mark-up on the actual cost of rental equipment with a per item value of over \$1,000. All tools and equipment with a per-item value of \$1,000, or less, are included in the hourly labor rate. The contractor shall provide copies of invoices from the rental company to substantiate the actual cost of rental equipment for each project. For equipment that is owned by the electrical contractor, a rental schedule of base rates (exclusive of overhead and profit, etc.) shall be attached to this offer that will become part of the unit rate schedule. The rental rate mark-up includes all costs associated with renting equipment including fuel, oil, maintenance, repairs, delivery to the job site, taxes, insurance, overhead and profit.

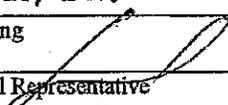
Equipment rate percentage mark-up 15 %

**TRENCHING RATES**

The trenching rates are per lineal foot charge for the costs of excavation, backfill, and compaction, for the installation of underground conduit. The minimum length of trench represents the base quantity of trenching per project where required for quantities where efficiencies are low. The trenching rates include all costs associated with trench excavation, backfill, and compaction, including taxes, insurance, coordination, equipment, materials, tools, supplies, labor, profit and overhead. The contractor shall be responsible for obtaining Blue Stake surveys, where applicable, and for protecting existing improvements. Minimum compaction of trench backfill shall be to 85% of maximum density based on the Proctor Test, and shall be accomplished in lifts of not more than 12 inches deep.

Up to eight inch wide trench up to four feet deep	\$ <u>10.00</u> /LF
Minimum length of trench for eight inch wide trench	<u>50'</u>
Nine to twelve inch wide trench up to four feet deep	\$ <u>12.00</u> /LF
Minimum length of trench for nine to twelve inch wide trench	<u>50'</u>
Thirteen to twenty inch wide trench up to four feet deep	\$ <u>15.00</u> /LF
Minimum length of trench for thirteen to twenty inch wide trench	<u>50'</u>

A J P Electric, Inc.  
 Name of Company Proposing

  
 Authorized Signature/Local Representative

Anna Paganik, President  
 Type Name and Position Held with Company

11250 N. Cave Creek Rd.  
 Mailing Address

11/4/2010  
 Date Signed

602-944-5477 / 602-944-5784  
 Telephone/Fax Number

Phoenix AZ 85020  
 City State Zip

**BID AND ACCEPTANCE**  
**BID #M10-25-15**

The Undersigned hereby bids and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the bid.

Arizona Transaction (Sales) Privilege Tax License No.:

07-470050-V

Federal Employer Identification No.: 86-0750443

Tax Rate: 5.915 %

A J P Electric, Inc.

Company Name

11250 N. Cave Creek Rd.

Address

Phoenix, AZ 85020

City State Zip

For clarification of this bid, contact:

Name: Jozef Paganik

Phone: 602-944-5477

Fax: 602-944-5784

Email: jozef@ajpelectric.com

Signature of Person Authorized to Sign Bid

Anwa Paganik

Printed Name

President

Title

**CERTIFICATION**

By signature in the bid section above, the Bidder certifies:

1. The submission of the bid did not involve collusion or other anti-competitive practices.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, directed to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the bid. Signing the bid with a false statement shall void the bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the Bidder does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. § 35-393, the Bidder does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.

**ACCEPTANCE OF BID**

The bid is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's bid as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. M10-25-15.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this day of 3rd December 2010

Barbara Mauder  
AUTHORIZED SIGNATURE

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
AJP ELECTRIC, INC.

[Emergency Project Scope of Work and Fee Proposal]

See following pages.

# AJP ELECTRIC, INC.

11250 NORTH CAVE CREEK PHOENIX, ARIZONA 85020

PHONE (602) 944-5477 FAX (602) 944-5784

L-11 ELECTRICAL LICENSE # 101196

**PROJECT: Replace existing 125 Generator with the 200 KW Generator that AJP Electric will remove from city well #21**

**DATE: 1/11/12**  
**TO: City of Avondale Public Works**  
**ATTN: Todd Carpenter**

**BASIS OF QUOTE:** Job site walk thru with Tim Klafka and Darrell Caldwell to discuss removing and replacing the old existing 125 KW generator with used 200 KW generator that will be removed for the city well site # 21.

**Includes :** Disconnect and remove existing 125 KW propane generator AJP will haul off old generator. The existing propane line will be capped off inside the building. AJP will disconnect and relocate the 200 KW generator from well site # 21 to its new location in city yard. The 200 KW generator will be moved into the existing building and reconnect to existing transfer switch and wiring. The existing exhaust and intake system will be modified to reconnect to the used generator. Price includes connecting and disconnecting of temporary generator for use during removal and installation of main generator. All Diesel fuel in the 200 KW tank will be removed by the city and the tank will be refilled by the city once the generator is reinstalled.

**Labor:**

250 hr	Journeymen with truck @ 50.00	\$ 12,500.00
225 hr	Journeymen @ 35.00	\$ 7,855.00
	<b>Labor Total</b>	<b>\$ 20,355.00</b>

	Material	\$ 3,913.00
	Equipment /Rental	\$ 1,565.00
	Startup and Testing (Cummins)	\$ 2,175.00
	Material /Rental	\$ 7,653.00
	Mark up @15%	\$ 1,147.00
	<b>Total Material</b>	<b>\$ 8,800.00</b>

Sub Total \$ 29,155.00

Tax \$ 1,857.00

**Total Bid \$ 31,012.00**

**EXCLUDES:**

- Permits and Bond (Bond rate if required is 2.5%)
- Diesel Fuel
- All Painting

Thank you for the opportunity to bid this work. If you have questions or concerns please contact me by e-mail or phone.

Tom Hawkes  
Estimator  
AJP Electric

# AJP ELECTRIC, INC.

11250 NORTH CAVE CREEK PHOENIX, ARIZONA 85020

PHONE (602) 944-5477 FAX (602) 944-5784

L-11 ELECTRICAL LICENSE # 101196

**PROJECT: Replace existing 125 Generator with the 200 KW Generator that AJP Electric will remove from city well #21**

**DATE: 1/11/12**  
**TO: City of Avondale Public Works**  
**ATTN: Todd Carpenter**

**Rental Equipment used: See attached rental schedule**

Flatbed Truck	\$ 368.44
Digger Derrick	\$ 451.64
Air Compressor	\$ 285.23
Jack Hammer	\$ 218.67
Concrete Saw	<u>\$ 240.86</u>

**Total Equipment Rental \$1,565.00**

Job Name: Avondale Generators

### Items+ByProducts

Item #	Item Name	Quantity	Price	Ext Price	Labor	Labor Ext	CCode
<b>Category: CCode = Pull/Junction Boxes</b>							
15,327	18X18X4* NEMA 1 S/C J-BOX	1.00	\$56.58 E	\$56.58	0.00 E	0.00	bp
<b>Totals for CCode</b>				<u>\$56.58</u>		<u>0.00</u>	
<b>Category: CCode = Branch Rough</b>							
2,663	3/4 BUSH PLASTIC	4.00	\$42.20 C	\$1.69	18.00 C	0.72	cb
5,155	3/4 FLEX STEEL	6.00	\$80.15 C	\$4.81	6.20 C	0.37	cb
5,247	3/4 FLEX 90 1 SCREW CONN	6.00	\$278.90 C	\$16.73	0.18 E	1.08	cb
<b>Totals for CCode</b>				<u>\$23.23</u>		<u>2.17</u>	
<b>Category: CCode = Feeder Rough</b>							
831	3 EMT	50.00	\$473.15 C	\$236.58	13.70 C	6.85	cf
843	3 EMT 90 ELBOW	1.00	\$1,134.21 C	\$11.34	0.87 E	0.87	cf
936	3 EMT CONN S/C	4.00	\$490.53 C	\$19.62	0.75 E	3.00	cf
996	3 EMT COUPL S/C	4.00	\$554.50 C	\$22.18	1.00 E	4.00	cf
1,267	3 GRC COUPLING	1.00	\$996.00 C	\$9.96	0.00 E	0.00	cf
2,298	3 GRC LB BODY	1.00	\$137.33 E	\$137.33	4.35 E	4.35	cf
2,669	3 BUSH PLASTIC	2.00	\$555.24 C	\$11.10	0.00 E	0.00	cf
2,697	3 BUSH INSUL GRND	2.00	\$4,911.28 C	\$98.23	0.41 E	0.82	cf
5,161	3 FLEX STEEL	3.00	\$792.68 C	\$23.78	37.50 C	1.13	cf
5,253	3 FLEX 90 1 SCREW CONN	2.00	\$119.04 E	\$238.08	0.75 E	1.50	cf
<b>Totals for CCode</b>				<u>\$808.20</u>		<u>22.51</u>	
<b>Category: CCode = Hangers/Anchors</b>							
3,108	THRD-ROD-3/8-16-10FT-PLTD	10.00	\$229.29 C	\$22.93	0.00 C	0.00	ch
3,333	3/8-16 HEX NUT	16.00	\$6.39 C	\$1.02	20.00 C	3.20	ch
3,546	3/8* FLAT STEEL WASHER	24.00	\$41.19 C	\$9.89	0.00 X	0.00	ch
3,620	1/2 MACHINE BOLT ANCH	8.00	\$101.79 C	\$8.14	25.00 C	2.00	ch
3,641	3/8-16 LEAD MACH SCR ANCH	8.00	\$122.90 C	\$9.83	0.00 C	0.00	ch
3,784	1 1/2 KINDORF-B905	10.00	\$219.96 C	\$22.00	15.00 C	1.50	ch
<b>Totals for CCode</b>				<u>\$73.81</u>		<u>6.70</u>	
<b>Category: CCode = Straps</b>							
3,024	3/4 GRC CHNL STRAP	4.00	\$216.49 C	\$8.66	3.75 C	0.15	cs
3,030	3 GRC CHNL STRAP	4.00	\$445.18 C	\$17.81	6.25 C	0.25	cs
<b>Totals for CCode</b>				<u>\$26.47</u>		<u>0.40</u>	
<b>Category: CCode = Lighting Fixtures</b>							
60,007	RIDI MIX CONCRETE ( bag)	10.00	\$6.50 E	\$65.00	0.00 X	0.00	lf
60,008	3M PULLING LUBE	1.00	\$11.25 E	\$11.25	0.00 X	0.00	lf
<b>Totals for CCode</b>				<u>\$76.25</u>		<u>0.00</u>	
<b>Category: CCode = Lugs/Termination/Ground</b>							
5,598	SCOTCH 33+ VINYL TAPE	2.00	\$2.52 E	\$5.04	0.50 E	1.00	sl

**Job Name: Avondale Generators**

5,657	BUCHANAN 2006S 4#12 CU C	2.00	\$7.53 C	\$0.15	0.00 C	0.00 sl
5,684	3/0 LUG ONE HOLE CMPR 3M	1.00	\$3.19 E	\$3.19	0.87 E	0.87 sl
5,686	250 LUG ONE HOLE CMPR 3	4.00	\$4.10 E	\$16.42	1.00 E	4.00 sl

**Totals for CCode**

\$24.79	5.87
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**Category: CCode = Branch Wire**

41	12 THHN CU STRANDED	600.00	\$217.42 M	\$130.45	9.00 M	5.40 wb
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**Totals for CCode**

\$130.45	5.40
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**Category: CCode = Feeder Wire**

73	4 XHHW CU STRANDED	65.00	\$1,854.44 M	\$120.54	0.00 M	0.00 wf
81	250 XHHW CU STRANDED	250.00	\$10,084.13 M	\$2,521.03	0.00 M	0.00 wf
135	3/0 BARE CU STRANDED	10.00	\$5,109.79 M	\$51.10	40.00 M	0.40 wf

**Totals for CCode**

\$2,692.67	0.40
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**Totals:**

\$3,912.44	43.46
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**Report Totals:**

**Items+ByProducts**

Ext Price	Labor Ext
<b>\$3,912.44</b>	<b>43.46</b>

Our energy working for you.™



**Quotation**

**CUMMINS ROCKY MOUNTAIN**  
651 N 101st Ave  
Avondale AZ 85323 United States  
Direct: 623-474-2600

January 17, 2011

**Project Name: City of Avondale Well #25**

Thank you for your inquiry. We are pleased to quote as follows:

	Description
	<p>This is a quote to perform start up services on a 250kW Kohler.</p> <p>Check Oil Check Coolant Check electrical connections for load side connections and ATS, start/stop Perform transfer test</p>

**Grand Total \$2,174.00**

Additional Fuel Not Included  
Terms net 30  
Quote valid for 90 days  
Tax not included unless indicated

**Submitted by**

---

**Darrell Caldwell**  
Account Manager  
Cummins Rocky Mountain LLC  
[darrell.caldwell@cummins.com](mailto:darrell.caldwell@cummins.com)  
623-474-2708

2012 AJP Electric Rental Schedule \$55/\$55 Pickup/Delivery Phoenix, Tucson, Prescott Area  
 \$55/\$55 Pickup/Delivery. MOVES \$105/HOUR, 2 HOUR MINIMUM

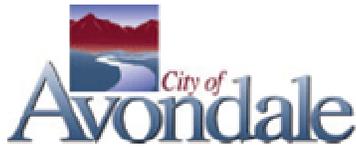
	Day	Day Total	2 Day Total	Week	Week Total	2 Week Total	4 week	4 week Total
IWP25DC	\$85	240.86	335.15	\$210	379.53	612.50	\$450	645.79
AWP25DC	\$85	240.86	335.15	\$210	379.53	612.50	\$450	645.79
AWP36 and 40 DC	\$150	312.97	479.38	\$375	562.58	978.60	\$1,000	1,255.95
15ft Runabout	\$85	240.86	335.15	\$225	396.17	645.79	\$500	701.26
20ft Runabout	\$95	251.95	357.34	\$250	423.91	701.26	\$550	756.72
12ft Electric	\$85	240.86	335.15	\$210	379.53	612.50	\$425	618.05
19ft Electric	\$85	240.86	335.15	\$210	379.53	612.50	\$425	618.05
26ft Electric	\$95	251.95	357.34	\$275	451.64	756.72	\$795	1,028.53
32ft Electric	\$110	268.59	390.62	\$350	534.85	923.13	\$950	1,200.48
26ft Gas	\$125	285.23	423.91	\$325	507.11	867.66	\$845	1,084.00
32ft Gas	\$135	296.33	446.09	\$350	534.85	923.13	\$950	1,200.48
37ft Gas Self Level	\$145	307.42	468.28	\$475	673.52	1,200.48	\$1,475	1,782.92
43ft Gas	\$145	307.42	468.28	\$475	673.52	1,200.48	\$1,475	1,782.92
53ft Gas	\$175	340.70	534.85	\$550	756.72	1,366.89	\$1,795	2,137.92
30ft Knuckle	\$185	351.80	557.03	\$585	795.55	1,444.55	\$1,585	1,904.95
40ft Knuckle	\$195	362.89	579.22	\$635	851.02	1,555.49	\$1,745	2,082.45
40ft Straight	\$175	340.70	534.85	\$605	817.74	1,488.93	\$1,635	1,960.42
45ft Knuckle	\$195	362.89	579.22	\$635	851.02	1,555.49	\$1,745	2,082.45
Nifty 45ft Knuckle	\$225	396.17	645.79	\$700	923.13	1,699.71	\$1,900	2,254.41
60ft Straight	\$295	473.83	801.10	\$790	1,022.98	1,899.40	\$2,200	2,587.23
60ft Knuckle	\$310	490.47	834.38	\$850	1,089.54	2,032.53	\$2,400	2,809.11
Nifty 64ft Knuckle	\$350	534.85	923.13	\$1,000	1,255.95	2,365.35	\$3,000	3,474.74
65ft Straight Boom	\$310	490.47	834.38	\$850	1,089.54	2,032.53	\$2,200	2,587.23
80ft Knuckle	\$575	784.46	1,422.36	\$2,100	2,476.29	4,806.02	\$6,350	7,191.22
86ft Straight	\$575	784.46	1,422.36	\$2,100	2,476.29	4,806.02	\$6,350	7,191.22
125ft Straight	\$925	1,172.75	2,198.94	\$3,475	4,001.71	7,856.85	\$10,000	11,240.51
135ft Straight	\$1,300	1,588.77	3,030.98	\$5,000	5,693.53	11,240.51	\$12,650	14,180.40
Pallet Jack	\$75	229.76	312.97	\$165	329.61	512.66	\$275	451.64
Material Lift	\$85	240.86	335.15	\$190	357.34	568.13	\$425	618.05
5K WH Fork	\$125	285.23	423.91	\$350	534.85	923.13	\$1,050	1,311.42
6K WH Fork	\$125	285.23	423.91	\$350	534.85	923.13	\$1,050	1,311.42
5K Reach	\$185	351.80	557.03	\$585	795.55	1,444.55	\$1,585	1,904.95
6K Reach	\$195	362.89	579.22	\$605	817.74	1,488.93	\$1,795	2,137.92
8K Reach	\$225	396.17	645.79	\$675	895.40	1,644.24	\$1,895	2,248.86
1044 Reach	\$275	451.64	756.72	\$850	1,089.54	2,032.53	\$2,000	2,365.35
1056 Reach	\$295	473.83	801.10	\$1,000	1,255.95	2,365.35	\$2,750	3,197.39
Jack Hammer	\$65	218.67	290.78	\$190	357.34	568.13	\$310	490.47
Jumping Jack	\$85	240.86	335.15	\$240	412.81	679.07	\$475	673.52
Backhoe	\$225	396.17	645.79	\$850	1,089.54	2,032.53	\$1,895	2,248.86
Mini Excavator	\$185	351.80	557.03	\$750	978.60	1,810.65	\$1,650	1,977.06
Skip Loader	\$175	340.70	534.85	\$585	795.55	1,444.55	\$1,585	1,904.95
Skid Steer	\$175	340.70	534.85	\$585	795.55	1,444.55	\$1,585	1,904.95
R/O Trencher	\$225	396.17	645.79	\$850	1,089.54	2,032.53	\$2,100	2,476.29
W/B Trencher	\$175	340.70	534.85	\$550	756.72	1,366.89	\$1,275	1,561.04
Water Wagon	\$85	240.86	335.15	\$225	396.17	645.79	\$585	795.55
Digger Derrick	\$250	423.91	701.26	\$850	1,089.54	2,032.53	\$2,000	2,365.35
Dump Truck	\$225	396.17	645.79	\$850	1,089.54	2,032.53	\$1,895	2,248.86
Flatbed Truck	\$200	368.44	590.32	\$850	1,089.54	2,032.53	\$1,895	2,248.86
Concrete Saw	\$85	240.86	335.15	\$240	412.81	679.07	\$475	673.52
Air Compressor	\$125	285.23	423.91	\$375	562.58	978.60	\$675	895.40
250 amp Welder	\$75	229.76	312.97	\$195	362.89	579.22	\$425	618.05
300 amp Welder	\$85	240.86	335.15	\$225	396.17	645.79	\$475	673.52

Out of Town Shipping Rates: Casa Grande, Eloy, Florence, Coolidge, Wickenburg, Black Canyon, Benson: \$95/\$95,  
 Flagstaff & Sedona: \$125/\$125, Miami, Globe, Superior, Williams: \$125/\$125, Yuma, Kingman, Payson, and Nogales: \$300/\$300

EXHIBIT C  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
AJP ELECTRIC, INC.

[Scopes of Work and Fee Proposals]

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



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - Nesbitt Contracting Co., Inc. – Roosevelt Street Improvements

**MEETING DATE:**

February 6, 2012

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a construction contract with Nesbitt Contracting Co., Inc. to provide construction services for the Roosevelt Street Improvements in the amount of \$501,297.35 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The current Capital Improvement Program includes a project for roadway improvements on Roosevelt Street from 99th Avenue to 107th Avenue. This project will repair and or replace aging pavement within the project limits. Upon completion of a geotechnical analysis, it was determined that the entire roadways from 101st Avenue to 99th Avenue will need to be replaced. The section from 107th Avenue to 101st Avenue will receive a mill and overlay to extend the pavement life cycle. City staff completed in-house design plans and prepared construction drawings.

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

The scope of work for this project will include:

- Complete removal and replacement from 101st Avenue to 99th Avenue
- Mill and overlay from 107th Avenue to 101st Avenue
- Utility Adjustments, signing and striping

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on January 6 and 10, 2012, and the Arizona Business Gazette on January 5, 2012. The Development Services and Engineering Department held a non-mandatory pre-bid meeting on January 17, 2012. Thirteen (13) bids were received and opened on January 25, 2012. Each bid package was reviewed and all bidders met the bidding requirements. The firms that met bidding requirements and the amount of their bids are as follows:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>DBE</u></b>
RK Sanders	\$673,406.91	No
MR Tanner	\$579,716.50	No
Intermountain West	\$569,432.75	No
CT Price Contracting	\$577,763.13	No

Bray Construction	\$550,174.36	No
Construction 70	\$511,302.50	No
J. Banicki	\$508,326.27	No
Cactus Asphalt	\$519,504.27	No
Nesbitt Contracting	\$501,297.35	No
Sunland	\$530,281.04	No
Visus	\$505,982.94	No
Knochel Brothers	\$514,727.62	No
Combs Construction	\$511,912.53	No

See the attached Bid Tabulation Sheet for a detailed bid item breakdown of each submitted bid.

Staff contacted references and believes Nesbitt Contracting Co., Inc. to be competent and qualified for this project. Nesbitt Contracting Co., Inc. 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.

Contract is on file with the City Clerk.

**SCHEDULE:**

A tentative construction schedule is as follows:

<b><u>PROJECT MILESTONES</u></b>	<b><u>TARGET DATES</u></b>
Issue Notice of Award	02/07/12
Pre-Construction Conference	02/21/12
Issue Notice to Proceed	02/27/12
Begin Construction	02/27/12
Completion	04/08/12

**BUDGETARY IMPACT:**

Funding in the amount of \$501,297.35 is available in CIP Street Fund Line Item 304-1289-00-8420.

**RECOMMENDATION:**

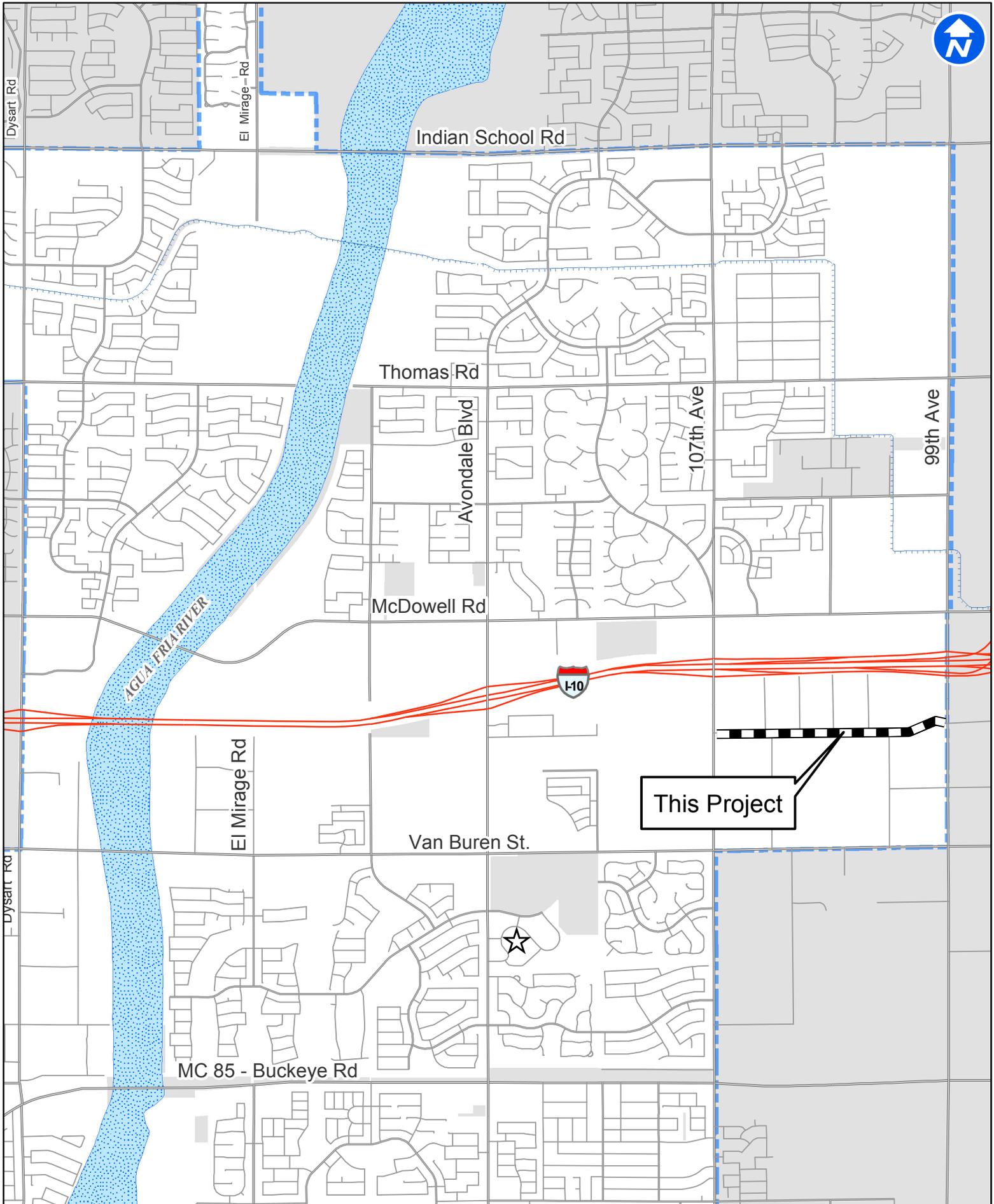
Staff recommends that the City Council approve a construction contract with Nesbitt Contracting Co., Inc. to provide construction services for the Roosevelt Street Improvements in the amount of \$501,297.35 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

-  [Vicinity Map](#)
-  [Bid Tab](#)

# VICINITY MAP



**City of Avondale**  
**Roosevelt Street Improvements**

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	RK Sanders		MR Tanner Construction		Intermountain West		CT Price Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03000	NPDES/SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,875.00	\$ 5,875.00	\$ 7,850.00	\$ 7,850.00	\$ 5,000.00	\$ 5,000.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
107.15010	Project Information Signs	2	EA	\$ 675.00	\$ 1,350.00	\$ 600.00	\$ 1,200.00	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00
108.01000	Construction Surveying & Layout	1	LS	\$ 6,300.00	\$ 6,300.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
108.01010	Preparation of As-Built Plans	1	LS	\$ 1,350.00	\$ 1,350.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 700.00	\$ 700.00
109.09000	Mobilization/Demobilization	1	LS	\$ 7,830.00	\$ 7,830.00	\$ 37,000.00	\$ 37,000.00	\$ 38,000.00	\$ 38,000.00	\$ 2,500.00	\$ 2,500.00
301.01000	Subgrade Preparation	7020	SY	\$ 2.52	\$ 17,690.40	\$ 4.00	\$ 28,080.00	\$ 8.00	\$ 56,160.00	\$ 2.25	\$ 15,795.00
310.03200	Aggregate Base Course(14")	4800	Ton	\$ 14.40	\$ 69,120.00	\$ 13.00	\$ 62,400.00	\$ 16.00	\$ 76,800.00	\$ 15.75	\$ 75,600.00
316.01000	Asphalt Pavement Crack Sealing	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,600.00	\$ 5,600.00	\$ 5,000.00	\$ 5,000.00
317.01010	Mill 1-Inch AC	11530	SY	\$ 2.70	\$ 31,131.00	\$ 1.50	\$ 17,295.00	\$ 1.08	\$ 12,452.40	\$ 1.75	\$ 20,177.50
321.00203	2" AC Surface Course Overlay	1300	Ton	\$ 83.70	\$ 108,810.00	\$ 60.00	\$ 78,000.00	\$ 62.25	\$ 80,925.00	\$ 73.70	\$ 95,810.00
321.00203	2.5" AC Surface Course (19 mm), HV Marshall	1000	Ton	\$ 84.60	\$ 84,600.00	\$ 60.00	\$ 60,000.00	\$ 64.00	\$ 64,000.00	\$ 73.70	\$ 73,700.00
321.00300	2.5" AC Base Course (19 mm), HV Marshall	1000	Ton	\$ 85.50	\$ 85,500.00	\$ 60.00	\$ 60,000.00	\$ 64.00	\$ 64,000.00	\$ 73.70	\$ 73,700.00
329.01000	Bituminous Tack Coat (SS-1)	8	Ton	\$ 1,080.00	\$ 8,640.00	\$ 500.00	\$ 4,000.00	\$ 696.00	\$ 5,568.00	\$ 750.00	\$ 6,000.00
332.10300	MAG Type III Micro Seal	3850	SY	\$ 4.05	\$ 15,592.50	\$ 6.00	\$ 23,100.00	\$ 6.05	\$ 23,292.50	\$ 5.00	\$ 19,250.00
345.01100	Adjust Manhole Frame & Cover per MAD Std. Det. 422	14	EA	\$ 360.00	\$ 5,040.00	\$ 400.00	\$ 5,600.00	\$ 390.00	\$ 5,460.00	\$ 360.00	\$ 5,040.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	30	EA	\$ 337.50	\$ 10,125.00	\$ 400.00	\$ 12,000.00	\$ 350.00	\$ 10,500.00	\$ 253.00	\$ 7,590.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	7020	SY	\$ 5.40	\$ 37,908.00	\$ 3.00	\$ 21,060.00	\$ 1.76	\$ 12,355.20	\$ 5.25	\$ 36,855.00
350.04000	Remove & Salvage Traffic Sign	28	EA	\$ 288.00	\$ 8,064.00	\$ 40.00	\$ 1,120.00	\$ 28.00	\$ 784.00	\$ 85.00	\$ 2,380.00
401.01000	Traffic Control	1	LS	\$ 12,960.00	\$ 12,960.00	\$ 50,000.00	\$ 50,000.00	\$ 7,000.00	\$ 7,000.00	\$ 25,000.00	\$ 25,000.00
401.01100	Uniformed Off-Duty Officer	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
405.00010	Survey Monument, MAG 120-1 (Type A)	2	EA	\$ 360.00	\$ 720.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 225.00	\$ 450.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	RK Sanders		MR Tanner Construction		Intermountain West		CT Price Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	\$ 252.00	\$ 2,016.00	\$ 100.00	\$ 800.00	\$ 85.00	\$ 680.00	\$ 225.00	\$ 1,800.00
462.01100	100mm (4") White Thermoplastic Stripe	6400	LF	\$ 1.80	\$ 11,520.00	\$ 1.00	\$ 6,400.00	\$ 0.45	\$ 2,880.00	\$ 0.75	\$ 4,800.00
462.01200	100mm (4") Yellow Thermoplastic Stripe	10500	LF	\$ 1.80	\$ 18,900.00	\$ 0.50	\$ 5,250.00	\$ 0.45	\$ 4,725.00	\$ 0.75	\$ 7,875.00
462.01511	Thermoplastic Left Turn Arrow	8	EA	\$ 234.00	\$ 1,872.00	\$ 300.00	\$ 2,400.00	\$ 162.00	\$ 1,296.00	\$ 200.00	\$ 1,600.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	17	EA	\$ 4.50	\$ 76.50	\$ 10.00	\$ 170.00	\$ 17.00	\$ 289.00	\$ 5.65	\$ 96.05
464.02000	Perforated Sign Post	180	LF	\$ 16.20	\$ 2,916.00	\$ 15.00	\$ 2,700.00	\$ 19.00	\$ 3,420.00	\$ 5.65	\$ 1,017.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	114	SF	\$ 38.70	\$ 4,411.80	\$ 25.00	\$ 2,850.00	\$ 25.00	\$ 2,850.00	\$ 30.50	\$ 3,477.00
473.64000	6'x40' Detector Loop	3	EA	\$ 1,620.00	\$ 4,860.00	\$ 2,000.00	\$ 6,000.00	\$ 615.00	\$ 1,845.00	\$ 2,000.00	\$ 6,000.00
<b>SUBTOTAL</b>					\$ 613,303.20		\$ 545,000.00		\$ 535,332.10		\$ 543,112.55
<b>Taxes As Applicable</b>					\$ 39,067.41		\$ 34,716.50		\$ 34,100.65		\$ 34,596.27
<b>TOTAL</b>					\$ 652,370.61		\$ 579,716.50		\$ 569,432.75		\$ 577,708.82
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 673,406.91		\$ 579,716.50		\$ 569,432.75		\$ 577,763.13
<b>Is the Contract Complete?</b>					Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes
<b>References Attached &amp; Complete?</b>					Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>					No		No		No		No

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Bray Construction		Construction 70		J Banicki Construction		Cactus Asphalt		Nesbitt	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03000	NPDES/SWPPP	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 7,600.00	\$ 7,600.00	\$ 1,186.00	\$ 1,186.00	\$ 6,700.00	\$ 6,700.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
107.15010	Project Information Signs	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 339.00	\$ 678.00	\$ 800.00	\$ 1,600.00
108.01000	Construction Surveying & Layout	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,050.00	\$ 3,050.00	\$ 2,500.00	\$ 2,500.00
108.01010	Preparation of As-Built Plans	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00	\$ 1,200.00	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00	\$ 675.00	\$ 675.00
109.09000	Mobilization/Demobilization	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,220.00	\$ 10,220.00	\$ 24,000.00	\$ 24,000.00
301.01000	Subgrade Preparation	7020	SY	\$ 3.25	\$ 22,815.00	\$ 1.75	\$ 12,285.00	\$ 5.00	\$ 35,100.00	\$ 0.75	\$ 5,265.00	\$ 5.00	\$ 35,100.00
310.03200	Aggregate Base Course(14")	4800	Ton	\$ 13.44	\$ 64,512.00	\$ 13.00	\$ 62,400.00	\$ 10.50	\$ 50,400.00	\$ 11.85	\$ 56,880.00	\$ 11.00	\$ 52,800.00
316.01000	Asphalt Pavement Crack Sealing	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,515.00	\$ 4,515.00	\$ 4,750.00	\$ 4,750.00
317.01010	Mill 1-Inch AC	11530	SY	\$ 1.10	\$ 12,683.00	\$ 1.10	\$ 12,683.00	\$ 1.00	\$ 11,530.00	\$ 0.90	\$ 10,377.00	\$ 0.80	\$ 9,224.00
321.00203	2" AC Surface Course Overlay	1300	Ton	\$ 65.00	\$ 84,500.00	\$ 60.90	\$ 79,170.00	\$ 69.00	\$ 89,700.00	\$ 63.60	\$ 82,680.00	\$ 63.00	\$ 81,900.00
321.00203	2.5" AC Surface Course (19 mm), HV Marshall	1000	Ton	\$ 66.50	\$ 66,500.00	\$ 60.90	\$ 60,900.00	\$ 70.00	\$ 70,000.00	\$ 65.00	\$ 65,000.00	\$ 63.00	\$ 63,000.00
321.00300	2.5" AC Base Course (19 mm), HV Marshall	1000	Ton	\$ 66.50	\$ 66,500.00	\$ 66.95	\$ 66,950.00	\$ 70.00	\$ 70,000.00	\$ 65.00	\$ 65,000.00	\$ 64.00	\$ 64,000.00
329.01000	Bituminous Tack Coat (SS-1)	8	Ton	\$ 625.00	\$ 5,000.00	\$ 415.00	\$ 3,320.00	\$ 550.00	\$ 4,400.00	\$ 432.00	\$ 3,456.00	\$ 500.00	\$ 4,000.00
332.10300	MAG Type III Micro Seal	3850	SY	\$ 5.88	\$ 22,638.00	\$ 5.75	\$ 22,137.50	\$ 6.00	\$ 23,100.00	\$ 6.00	\$ 23,100.00	\$ 5.35	\$ 20,597.50
345.01100	Adjust Manhole Frame & Cover per MAD Std. Det. 422	14	EA	\$ 375.00	\$ 5,250.00	\$ 370.00	\$ 5,180.00	\$ 400.00	\$ 5,600.00	\$ 390.00	\$ 5,460.00	\$ 400.00	\$ 5,600.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	30	EA	\$ 325.00	\$ 9,750.00	\$ 330.00	\$ 9,900.00	\$ 350.00	\$ 10,500.00	\$ 350.00	\$ 10,500.00	\$ 350.00	\$ 10,500.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	7020	SY	\$ 4.25	\$ 29,835.00	\$ 3.95	\$ 27,729.00	\$ 2.00	\$ 14,040.00	\$ 6.30	\$ 44,226.00	\$ 2.50	\$ 17,550.00
350.04000	Remove & Salvage Traffic Sign	28	EA	\$ 100.00	\$ 2,800.00	\$ 27.50	\$ 770.00	\$ 59.00	\$ 1,652.00	\$ 28.00	\$ 784.00	\$ 25.00	\$ 700.00
401.01000	Traffic Control	1	LS	\$ 11,800.00	\$ 11,800.00	\$ 20,000.00	\$ 20,000.00	\$ 10,500.00	\$ 10,500.00	\$ 33,800.00	\$ 33,800.00	\$ 6,000.00	\$ 6,000.00
401.01100	Uniformed Off-Duty Officer	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
405.00010	Survey Monument, MAG 120-1 (Type A)	2	EA	\$ 325.00	\$ 650.00	\$ 330.00	\$ 660.00	\$ 275.00	\$ 550.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

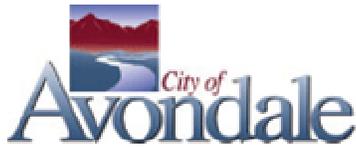
Item No.	Description of Materials and/or Services	Qty	Unit	Bray Construction		Construction 70		J Banicki Construction		Cactus Asphalt		Nesbitt	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	\$ 100.00	\$ 800.00	\$ 80.00	\$ 640.00	\$ 95.00	\$ 760.00	\$ 85.00	\$ 680.00	\$ 75.00	\$ 600.00
462.01100	100mm (4") White Thermoplastic Stripe	6400	LF	\$ 0.62	\$ 3,968.00	\$ 0.50	\$ 3,200.00	\$ 0.50	\$ 3,200.00	\$ 0.47	\$ 3,008.00	\$ 0.50	\$ 3,200.00
462.01200	100mm (4") Yellow Thermoplastic Stripe	10500	LF	\$ 0.60	\$ 6,300.00	\$ 0.50	\$ 5,250.00	\$ 0.50	\$ 5,250.00	\$ 0.47	\$ 4,935.00	\$ 0.50	\$ 5,250.00
462.01511	Thermoplastic Left Turn Arrow	8	EA	\$ 225.00	\$ 1,800.00	\$ 285.00	\$ 2,280.00	\$ 180.00	\$ 1,440.00	\$ 170.00	\$ 1,360.00	\$ 175.00	\$ 1,400.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	17	EA	\$ 8.00	\$ 136.00	\$ 16.00	\$ 272.00	\$ 7.00	\$ 119.00	\$ 6.80	\$ 115.60	\$ 6.50	\$ 110.50
464.02000	Perforated Sign Post	180	LF	\$ 18.00	\$ 3,240.00	\$ 17.65	\$ 3,177.00	\$ 4.00	\$ 720.00	\$ 18.65	\$ 3,357.00	\$ 16.50	\$ 2,970.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	114	SF	\$ 25.00	\$ 2,850.00	\$ 23.50	\$ 2,679.00	\$ 16.00	\$ 1,824.00	\$ 25.00	\$ 2,850.00	\$ 25.00	\$ 2,850.00
473.64000	6'x40' Detector Loop	3	EA	\$ 800.00	\$ 2,400.00	\$ 1,050.00	\$ 3,150.00	\$ 700.00	\$ 2,100.00	\$ 537.00	\$ 1,611.00	\$ 1,000.00	\$ 3,000.00
<b>SUBTOTAL</b>					\$ 517,227.00		\$ 480,682.50		\$ 477,885.00		\$ 488,393.60		\$ 471,277.00
<b>Taxes As Applicable</b>					\$ 32,947.36		\$ 30,619.48		\$ 30,441.27		\$ 31,110.67		\$ 30,020.34
<b>TOTAL</b>					\$ 550,174.36		\$ 511,301.98		\$ 508,326.27		\$ 519,504.27		\$ 501,297.34
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 550,174.36		\$ 511,302.50		\$ 508,326.27		\$ 519,504.27		\$ 501,297.35
<b>Is the Contract Complete?</b>					Yes		Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes		Yes
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes		Yes
<b>References Attached &amp; Complete?</b>					Yes		Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>					No		No		No		No		No

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Sunland		Visus		Knochel Bros		Combs	
				Unit Price	Total Price						
107.03000	NPDES/SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,600.00	\$ 5,600.00	\$ 5,000.00	\$ 5,000.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
107.15010	Project Information Signs	2	EA	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 445.00	\$ 890.00	\$ 550.00	\$ 1,100.00
108.01000	Construction Surveying & Layout	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,800.00	\$ 2,800.00	\$ 9,250.00	\$ 9,250.00
108.01010	Preparation of As-Built Plans	1	LS	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
109.09000	Mobilization/Demobilization	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 9,450.00	\$ 9,450.00	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00	\$ 32,000.00
301.01000	Subgrade Preparation	7020	SY	\$ 2.00	\$ 14,040.00	\$ 11.00	\$ 77,220.00	\$ 4.35	\$ 30,537.00	\$ 4.50	\$ 31,590.00
310.03200	Aggregate Base Course(14")	4800	Ton	\$ 10.50	\$ 50,400.00	\$ 5.50	\$ 26,400.00	\$ 11.50	\$ 55,200.00	\$ 12.00	\$ 57,600.00
316.01000	Asphalt Pavement Crack Sealing	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 4,200.00	\$ 4,200.00
317.01010	Mill 1-Inch AC	11530	SY	\$ 1.00	\$ 11,530.00	\$ 1.00	\$ 11,530.00	\$ 0.80	\$ 9,224.00	\$ 0.75	\$ 8,647.50
321.00203	2" AC Surface Course Overlay	1300	Ton	\$ 61.00	\$ 79,300.00	\$ 63.00	\$ 81,900.00	\$ 67.25	\$ 87,425.00	\$ 61.00	\$ 79,300.00
321.00203	2.5" AC Surface Course (19 mm), HV Marshall	1000	Ton	\$ 63.00	\$ 63,000.00	\$ 65.00	\$ 65,000.00	\$ 67.25	\$ 67,250.00	\$ 62.00	\$ 62,000.00
321.00300	2.5" AC Base Course (19 mm), HV Marshall	1000	Ton	\$ 63.00	\$ 63,000.00	\$ 65.00	\$ 65,000.00	\$ 67.25	\$ 67,250.00	\$ 62.00	\$ 62,000.00
329.01000	Bituminous Tack Coat (SS-1)	8	Ton	\$ 650.00	\$ 5,200.00	\$ 500.00	\$ 4,000.00	\$ 775.00	\$ 6,200.00	\$ 600.00	\$ 4,800.00
332.10300	MAG Type III Micro Seal	3850	SY	\$ 6.00	\$ 23,100.00	\$ 6.50	\$ 25,025.00	\$ 5.95	\$ 22,907.50	\$ 5.30	\$ 20,405.00
345.01100	Adjust Manhole Frame & Cover per MAD Std. Det. 422	14	EA	\$ 400.00	\$ 5,600.00	\$ 375.00	\$ 5,250.00	\$ 360.00	\$ 5,040.00	\$ 350.00	\$ 4,900.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	30	EA	\$ 350.00	\$ 10,500.00	\$ 325.00	\$ 9,750.00	\$ 315.00	\$ 9,450.00	\$ 325.00	\$ 9,750.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	7020	SY	\$ 7.00	\$ 49,140.00	\$ 2.50	\$ 17,550.00	\$ 1.45	\$ 10,179.00	\$ 1.50	\$ 10,530.00
350.04000	Remove & Salvage Traffic Sign	28	EA	\$ 28.00	\$ 784.00	\$ 50.00	\$ 1,400.00	\$ 39.00	\$ 1,092.00	\$ 25.00	\$ 700.00
401.01000	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 26,500.00	\$ 26,500.00	\$ 20,000.00	\$ 20,000.00
401.01100	Uniformed Off-Duty Officer	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
405.00010	Survey Monument, MAG 120-1 (Type A)	2	EA	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 370.00	\$ 740.00	\$ 320.00	\$ 640.00

**CITY OF AVONDALE  
 BID TABULATION  
 EN12-036 Roosevelt Street Improvements (ST1289)  
 BID DATE: January 25, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Sunland		Visus		Knochel Bros		Combs	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	\$ 125.00	\$ 1,000.00	\$ 100.00	\$ 800.00	\$ 105.00	\$ 840.00	\$ 80.00	\$ 640.00
462.01100	100mm (4") White Thermoplastic Stripe	6400	LF	\$ 0.65	\$ 4,160.00	\$ 0.50	\$ 3,200.00	\$ 0.65	\$ 4,160.00	\$ 0.43	\$ 2,752.00
462.01200	100mm (4") Yellow Thermoplastic Stripe	10500	LF	\$ 0.50	\$ 5,250.00	\$ 0.50	\$ 5,250.00	\$ 0.50	\$ 5,250.00	\$ 0.43	\$ 4,515.00
462.01511	Thermoplastic Left Turn Arrow	8	EA	\$ 275.00	\$ 2,200.00	\$ 175.00	\$ 1,400.00	\$ 295.00	\$ 2,360.00	\$ 155.00	\$ 1,240.00
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	17	EA	\$ 5.00	\$ 85.00	\$ 7.00	\$ 119.00	\$ 5.50	\$ 93.50	\$ 7.00	\$ 119.00
464.02000	Perforated Sign Post	180	LF	\$ 15.00	\$ 2,700.00	\$ 15.00	\$ 2,700.00	\$ 19.25	\$ 3,465.00	\$ 14.00	\$ 2,520.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	114	SF	\$ 24.00	\$ 2,736.00	\$ 17.00	\$ 1,938.00	\$ 30.00	\$ 3,420.00	\$ 22.00	\$ 2,508.00
473.64000	6'x40' Detector Loop	3	EA	\$ 950.00	\$ 2,850.00	\$ 600.00	\$ 1,800.00	\$ 530.00	\$ 1,590.00	\$ 650.00	\$ 1,950.00
<b>SUBTOTAL</b>					\$ 498,525.00		\$ 477,682.00		\$ 484,063.00		\$ 481,256.50
<b>Taxes As Applicable</b>					\$ 31,756.04		\$ 30,428.34		\$ 30,834.81		\$ 30,656.04
<b>TOTAL</b>					\$ 530,281.04		\$ 508,110.34		\$ 514,897.81		\$ 511,912.54
<b>TOTAL SUBMITTED BY BIDDER</b>					\$ 530,281.04		\$ 505,982.94		\$ 514,727.62		\$ 511,912.53
<b>Is the Contract Complete?</b>					Yes		Yes		Yes		Yes
<b>Is Contract Properly Signed?</b>					Yes		Yes		Yes		Yes
<b>Bid Bond Attached?</b>					Yes		Yes		Yes		Yes
<b>Contractor License Attached?</b>					Yes		Yes		Yes		Yes
<b>Business License Attached?</b>					Yes		Yes		Yes		Yes
<b>References Attached &amp; Complete?</b>					Yes		Yes		Yes		Yes
<b>Exceptions to Specifications?</b>					No		No		No		No



# CITY COUNCIL REPORT

**SUBJECT:**  
Contract Award - Joseph Painting Company, Inc.

**MEETING DATE:**  
February 6, 2012

**TO:** Mayor and Council  
**FROM:** Wayne Janis, Public Works Director (623) 333-4444  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a contract to Joseph Painting Company, Inc for the purpose of a manhole rehabilitation project for an amount not to exceed \$88,338.16, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The city has approximately 6,000 manholes as part of the sewer collection system. On a repetitive preventative maintenance cycle, these manholes are inspected and evaluated for issues and problems such as infiltration, fatigue, and corrosion. Over time, groundwater will find its way through fatigue cracks and weakened joints, leading to deterioration of the structure. Subsequent traffic loading, shifting and expanding soils, temperature variations, and cyclic ground water loadings also weaken manholes. The sulfide rich, warm humid environment creates conditions for acid producing bacteria to grow which over time cause corrosion and weakens the concrete-based structural materials. Rehabilitations are required ranging from manhole frame and cover replacement, grouting of the internal structure, manhole lining, to a complete manhole replacement.

**DISCUSSION:**

Upon inspection, the sewer collections staff identified the manhole located at 127th avenue and Broadway as a structure that needed rehabilitation. Through discussions and evaluation performed in conjunction with Dibble Engineering, review of department technical specification requirements, and visual inspections, it was determined that this particular manhole needed a complete replacement to ensure the integrity of the sewer system in this area. Due to the estimated costs of such a project, it was determined by the sewer collections staff that a competitive bid process would be required to award this scope of work.

**BID PROCESS**

The bid announcement PW12-037 for the Manhole Rehabilitation-Junction Structure Vault (127th Ave and Broadway) project was advertised in the West Valley View, on December 20, 2011 and. The bid opening was held on January 10, 2012. The following bidders supplied a quote:

Vendor	Total Annual Cost
Joseph Painting Company, Inc	\$88,338.16
Pierson Construction	\$146,936.33
Standard Construction	\$133,015.69
B&F Contracting, Inc.	\$105,060.00

The Water Resources Department has contacted references in regards to the services and operations provided by Joseph Painting Company, Inc. All were pleased with the quality of work and made high recommendations for the City of Avondale to pursue the services of JPCI in this manhole rehabilitation project. The department has also used the services of Joseph Painting Company, Inc. very recently on another project which is lending even more confidence in their skills and abilities to provide this scope of work.

**BUDGETARY IMPACT:**

The funding for the services to be provided under this contract will be available in the Citywide Sewer Improvements Capital Outlay budget: 503-1047-00-8610

**RECOMMENDATION:**

Staff is recommending that the City Council award a contract to Joseph Painting Company, Inc for the purpose of a manhole rehabilitation project for an amount not to exceed \$88,338.16, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

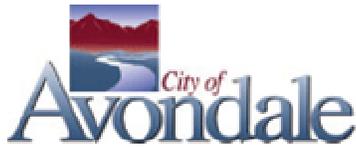
**ATTACHMENTS:**

Click to download

 [Bid Tabulation](#)

CITY OF AVONDALE BID TABULATION  
 IFB PW 12-037 Manhole Rehabilitation - Junction Structure Vault (127th Avenue and Broadway Road)  
 BID OPENING DATE: January 10, 2012

Item No	Description of Material and/or Service	Qty	Unit	Joseph Painting Company, Inc. Unit Price	Total Price	Pierston Construction Unit Price	Total Price	Standard Construction Unit Price	Total Price	B&F Contracting, Inc. Unit Price	Total Price
1	Manhole And Junction Structure Vault Excavation And Backfill	1	Lump Sum	\$32,384.00	\$32,384.00	\$15,533.00	\$15,533.00	\$23,000.00	\$23,000.00	\$25,100.00	\$25,100.00
2	Pre-Cast Concrete Junction Structure Vault Lid Replacement	1	Lump Sum	\$8,588.00	\$8,588.00	\$28,341.00	\$28,341.00	\$27,500.00	\$27,500.00	\$17,050.00	\$17,050.00
3	Grt Blast And Clean Junction Structure Interior	1	Lump Sum	\$5,172.00	\$5,172.00	\$6,142.00	\$6,142.00	\$7,800.00	\$7,800.00	\$9,450.00	\$9,450.00
4	Repair Junction Structure Walls, Bench And Channel	1	Lump Sum	\$13,995.00	\$13,995.00	\$7,174.00	\$7,174.00	\$12,100.00	\$12,100.00	\$12,500.00	\$12,500.00
5	Apply Epoxy Protective Coating To All Interior Junction Structure Vault And Access Manhole Surfaces	1	Lump Sum	\$8,352.00	\$8,352.00	\$9,284.00	\$9,284.00	\$17,650.00	\$17,650.00	\$12,800.00	\$12,800.00
6	Mobilization	1	Lump Sum	\$5,757.00	\$5,757.00	\$26,088.00	\$26,088.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00
7	Sanitary Sewer By Pass	1	Lump Sum	\$3,800.00	\$3,800.00	\$40,575.00	\$40,575.00	\$23,500.00	\$23,500.00	\$14,100.00	\$14,100.00
8	Force Account Work (Allowance)	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SUBTOTAL					\$83,048.00		\$138,137.00		\$125,050.00		\$99,500.00
TAXES (AS APPLICABLE)					\$5,290.16		\$8,799.33		\$7,965.69		\$5,560.00
TOTAL SUBMITTED BY BIDDER					\$88,338.16		\$146,936.33		\$133,015.69		\$105,060.00
Complete Copy of IFB				Yes		Yes		Yes		Yes	
Signed Offer Sheet				Yes		Yes		Yes		Yes	
Addendum Acknowledged				Yes		Yes		Yes		Yes	
Licenses				Yes		Yes		Yes		Yes	
References Complete				Yes		Yes		Yes		Yes	
Exceptions to Specifications				No		Yes		No		No	



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3028-212 - Adoption of Council Goals  
FY 2012-2013

**MEETING DATE:**

February 6, 2012

**TO:** Mayor and Council

**FROM:** Pier Simeri, Community Relations Director (623) 333-1611

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution establishing Council goals for fiscal year 2012-2013.

**BACKGROUND:**

The Avondale City Council held its goal setting retreat on Monday, November 28, 2011 at the Avondale City Hall. The retreat was attended by the Mayor and City Council members, the City Manager, staff from the City Manager's Office and Department Directors.

The purpose of the retreat was to review the City's current financial condition and formulate Council's operational goals for the upcoming 2012-2013 fiscal year. City Manager Charles McClendon presented a review of department accomplishments to date on the goals adopted a year ago, followed by Finance Director Kevin Artz's presentation of the current financial picture and a forecast for next year. The Council then discussed its priority goals for the upcoming year with the recognition that the next fiscal year will see limited funding for major projects or initiatives not already planned for in the budget or CIP.

**DISCUSSION:**

The primary purpose in establishing these goals was to give staff direction in preparing the budget and departmental work plans for the next fiscal year. As such, it is anticipated that the final budget presented to Council for fiscal year 2012-2013 will allocate resources necessary to accomplish these goals. The Mayor and City Council developed the following goals for the 2012-2013 fiscal year:

**GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT**

- 1 Continue with areas of emphasis identified at previous council visioning retreats, focusing on the following: Medical-related businesses and offices, Technology-based businesses, Youth/amateur sports, Limit "big box" warehouses to the two areas designated
- 1 Market Avondale's unique characteristics and define "who we are" as a City
- 1 Focus on attracting higher wage jobs to Avondale
- 1 Provide support to small business
- 1 Prepare the General Plan for the Fall election
- 1 Update previous Economic Development plan
- 1 Form and engage the Ad Hoc IT Committee to assist in community/economic development
- 1 Engage and partner with schools and community colleges to find ways to prepare students for the workforce
- 1 Continue to be involved in local, state, regional and national economic development initiatives

## **GOAL: COMMUNITY INVOLVEMENT**

Actively engage in technology such as social media, Channel 11 and other creative means to increase awareness regarding: Crime, Transportation, Speeding, Other topics (to address specific issues)

- 1 Provide options for people throughout the community to be involved
- 1 Ensure excellent citywide customer service

## **GOAL: STAFF RETENTION**

- 1 Take a prudent and fiscally-sound approach to addressing employee salaries, including developing options for distribution of salary adjustments
- 1 Conduct salary comparison studies of: Private sector, Other cities
- 1 Continue no cost employee morale boosting activities

## **GOAL: ENVIRONMENTAL LEADERSHIP**

- 1 Continue with sustainability efforts in the areas of: Recycling, Water management, Green initiatives
- 1 Study “green” alternatives for our fleet vehicles (i.e. alternative fuels, etc.)
- 1 Continue to closely monitor and be engaged in the Crane Co./PGA Superfund site issue

## **GOAL: FINANCIAL STABILITY**

- 1 Direct one-time funds towards parks improvements
- 1 Continue to provide parks & recreation programs that are self-supporting; seek support for scholarship programs for those who need assistance
- 1 Prepare for Home Rule Election
- 1 Continue to monitor revenue trends closely and adjust budget accordingly

## **GOAL: TRANSPORTATION MANAGEMENT**

- 1 Develop and update plans for West Valley trails, including near PIR
- 1 Explore future transit planning and options
- 1 Evaluate MAG Southwest Valley Transit study to determine feasibility of shared service between Southwest Valley cities and cost-effectiveness
- 1 Continue to seek funding for capital costs of constructing the Regional Transit Center at Avondale City Center
- 1 Continue long-range planning for Transit Oriented Development
- 1 Develop plans for pedestrian and bike-friendly options within City Center

## **GOAL: QUALITY OF LIFE**

- 1 Market and “brand” our City as a “Quality Community of Choice” and all that it has to offer to residents, visitors and businesses
- 1 Ensure that planning strategies and efforts are focused on sustainability, as it pertains to city codes, grey water etc.
- 1 Incorporate Avondale's PIR into branding efforts
- 1 Develop a plan to incorporate funding in the budget for special events and activities at City Center and throughout the city
- 1 Develop plans to address housing needs/issues in Historic Avondale
- 1 Continue partnership with Care 1st to provide housing and social service resources for the community

## **GOAL: PUBLIC SAFETY**

- 1 Continue crime reduction efforts, particularly in the area of property crime
- 1 Continue CAT Team activities to target crime -
- 1 Strengthen partnerships with businesses and involve residents in crime reduction efforts
- 1 Work with residents to identify areas where speeding is a problem and apply appropriate techniques to tackle the issue
- 1 Continue to use technology, statistics and data to attack crime
- 1 Include Fire Department updates in weekly report to council
- 1 Develop a plan for opening Fire Station 174 in the future
- 1 Ensure that Police and Fire have the necessary equipment
- 1 Continue leadership role in the Southwest Valley Family Advocacy Center

## **BUDGETARY IMPACT:**

It is anticipated that the final budget presented to Council for fiscal year 2012-2013 will allocate resources necessary to accomplish the above-mentioned goals.

## **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution establishing Council goals for fiscal year 2012-2013.

## **ATTACHMENTS:**

Click to download

 [Resolution 3028-212](#)

**RESOLUTION NO. 3028-212**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ESTABLISHING PRIORITY GOALS FOR FISCAL YEAR 2012-2013.

**WHEREAS**, on November 28, 2011, the Council of the City of Avondale (the "City Council") held a goal setting retreat (the "Retreat") with the City of Avondale staff; and

**WHEREAS**, the City Council established priority goals for fiscal year 2012-2013 at the Retreat.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City Council's priority goals are hereby adopted for fiscal year 2012-2013 in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 6, 2012.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3028-212

[Council Goals]

See following pages.

## **CITY COUNCIL GOALS FOR FISCAL YEAR 2012-2013**

### **GOAL: COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT**

- Continue with areas of emphasis identified at previous Council visioning retreats, focusing on the following:
  - Medical-related businesses and offices
  - Technology-based businesses
  - Youth/amateur sports
  - Limit “big box” warehouses to the two areas designated
- Market Avondale’s unique characteristics and define “who we are” as a City
- Focus on attracting higher wage jobs to Avondale
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- Prepare the General Plan for the Fall election
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- Actively engage in technology such as social media, Channel 11 and other creative means to increase awareness regarding:
  - Crime
  - Transportation
  - Speeding
  - Other topics (to address specific issues)
- Provide options for people throughout the Community to be involved
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- Take a prudent and fiscally-sound approach to addressing employee salaries, including developing options for distribution of salary adjustments
- Conduct salary comparison studies of:
  - Private sector
  - Other cities
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- Continue with sustainability efforts in the areas of:
  - Recycling
  - Water management
  - Green initiatives
- Study “green” alternatives for our fleet vehicles (i.e. alternative fuels, etc.)
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## **GOAL: FINANCIAL STABILITY**

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- Include Fire Department updates in weekly report to Council
- Develop a plan for opening Fire Station 174 in the future
- Ensure that Police and Fire have the necessary equipment
- Continue leadership role in the Southwest Valley Family Advocacy Center



# CITY COUNCIL REPORT

**SUBJECT:**  
Executive Session

**MEETING DATE:**  
February 6, 2012

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) Doerflein v. City of Avondale litigation, (ii) threatened personnel-related litigation, and (iii) threatened litigation from Winners Companies.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available