

WORK SESSION
March 2, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. CITY STRATEGIC PLAN

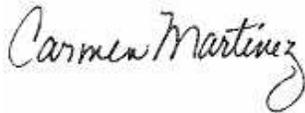
The Mayor and City Council will consider a project to develop a Strategic Plan for the City of Avondale. If supported, staff would move forward with the project, procure expert assistance for phases, and return to City Council with any contract award(s) required. For information, discussion and direction.

3. PRESENTATION AND DISCUSSION ON GATEWAY AND WAYFINDING SIGNAGE MASTER PLAN - DESIGN CONCEPTS

City Council will receive a presentation on the proposed Gateway and Way-Finding signage design concepts and provide feedback on the designs and prioritization for installation. This item is for information, discussion and direction only.

4 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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

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

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 estos 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 AGENDA

SUBJECT:

City Strategic Plan

MEETING DATE:

3/2/2015

TO: Mayor and Council

FROM: Rob Lloyd, Chief Information Officer and Stephanie Small, Neighborhood & Family Services Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

The purpose of this item is for City Council to consider a project to create a multi-year City Strategic Plan for the City of Avondale. The process would incorporate City Council, public, business, and staff input, and public feedback collected during the recent rebranding project. The Strategic Plan will memorialize Avondale's current vision and priorities and support concerted progress on strategic initiatives defined.

BACKGROUND:

City Council completed its Visioning Advance on January 10, 2015. The purpose of the session was for the Council to discuss its vision for the community and to develop high-level goals for the organization in preparation for the budget process. Traditionally, the Council has participated in a retreat prior to the budget development for the subsequent year. Based on Council priorities and department needs, the City Manager's Office tasked staff with completing the operational budget. In addition, the visioning session served as a first step to a larger strategic planning process. The City of Avondale has not completed an organizational strategic plan in recent years.

DISCUSSION:

A City Strategic Plan is an appropriate method to capture City Council's strategic priorities and resulting initiatives as the community approaches the year 2020. Its development is also timely given significant changes in the City's leadership at the elected and staff levels. Developing a vision for our organization will guide the City's budget and capital investments, and guide the organization focus and performance.

With Council support, staff will engage in a strategic planning process to be completed by the end of 2015. The proposed process will include City Council's strategic direction, public input, input gathered during the recent branding initiative and relevant documents such as the General Plan.

Research demonstrates that effective strategic planning requires a strategic council and execution-minded staff and that approaching the process from a "learning-organization" perspective is helpful. Staff also noted the following themes as instrumental to success:

- Treat strategic plans as culture change.
- Incorporate strategic initiatives in a performance management structure that connects to high-

level outcomes with assignments to departments.

- Regularly communicate progress towards outcomes to City Council and the public in a simple, understandable manner.
- Develop specific, measurable, attainable, realistic, time-based goals and then continuously assess progress towards them.
- A city's performance management framework and system are necessary tools.
- Hiring an external consultant with expertise in working with communities is very helpful in pushing the planning effort's boundaries and assumptions.

Staff is prepared to work with the Council to develop and execute a Strategic Plan that reflects the vision of the City Council. This will include the creation of a project team with diverse perspectives that will support communication, development and implementation of the City's strategic plan throughout the process. Staff will also engage a consultant to work with the City Council, staff and stakeholders to develop the plan and establish an ongoing process to monitor progress on implementation.

Should the Council direct staff to initiate the Strategic Planning process, staff will initiate the procurement of a qualified facilitator to assist in the effort. This plan was not included in the current budget therefore funding would be appropriated from the contingency fund.

BUDGET IMPACT:

Based on costs of similar efforts by peer cities, staff estimates project costs will be approximately \$30,000. If approved, staff would procure services and return to City Council for contract and appropriation approval. The project would be designed to be completed by December 2015 to support the 2016-2017 fiscal year.

RECOMMENDATION:

Staff requests Mayor and City Council direction and support for the proposed initiative.



CITY COUNCIL AGENDA

SUBJECT:

Presentation and Discussion on Gateway and Wayfinding Signage Master Plan - Design Concepts

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff will provide an update on the Gateway and Way-Finding Signage Master Plan and present three alternative design options. Staff will present the concepts and request feedback and direction from City Council on the prioritization of installation.

BACKGROUND:

Following the implementation of the City's branding campaign, the Development and Engineering Services Department received a supplemental funding amount of \$100,000 to complete the Gateway and Way-Finding Signage Master Plan and install a portion of the approved signs upon City Council approval.

The City hired Alta Planning and Design to prepare a master plan for the design, fabrication, and installation of gateway signage and wayfinding signs in the City.

The intent of the master plan is to provide easily understood directional signing and way-finding throughout the City for residents, visitors, and tourists. It will also enhance the visitors experience by providing information regarding the routes to the City's major destinations, point of pride, while creating specific gateways into the City, and promoting the identity of the City.

DISCUSSION:

The proposed Wayfinding and Signage Master Plan will define a cohesive theme for gateway monument signage, vehicular wayfinding signage, decorative street light banners, and the identified locations. The plan, when implemented, will build on the City's new logo and color scheme by providing distinctive, well designed signage that effectively identifies the City limits, as well as location of key public facilities, higher education, parks, local landmarks, new neighborhoods/home builders under construction, etc. In addition, the plan includes a hierarchy of signage for pedestrians, bicycles, and vehicles along major routes.

The three proposed design alternatives were presented to the Art Committee on February 10 and 17, 2015. A public meeting was held on February 11, 2015 where approximately 10 members of the community were present. A subsequent meeting was held with the Historic Avondale Merchants Association on February 19, 2015. The three alternatives were also sent to the City's Interested Parties list. The majority of feedback received to date favor Design Option # 2.

BUDGET IMPACT:

Funding for this project is available in Line Item No. 101-5400-6180, \$50,000 for the Design and Master Plan, and Line Item No. 101-5400-6790, \$50,000 for the Construction and Installation.

Based on future funding availability the Gateway and Way-finding sign installation could be phased over the next few years.

RECOMMENDATION:

This item is presented for information, discussion, and City Council direction.

ATTACHMENTS:

Description

[PublicComments](#)



711 SE Grand Avenue
Portland, OR 97214
503.230.9862
www.altaplanning.com

PUBLIC INPUT SUMMARY

Avondale Wayfinding Plan and Gateway Design

On February 11th, 2015, the City held a meeting to present the Avondale Wayfinding Plan and Gateway Design project to the general public. The primary intent of the meeting was to clarify questions and seek input from community members on placement and design preferences. The meeting was advertised in the West Valley View newspaper as well as the City's website calendar. Approximately ten members of the community were in attendance. Boards showing each of the designs were available for viewing followed by an overall presentation and further discussion.

The design options were also sent to interested parties on the City's email distribution list for input. Written input received via email is also included below.

Placement Plan Comments

The priority locations for placing the gateway monuments should be:

- NW corner of McDowell and 99th,
- Avondale Road south of I-10 (across from Culver's), and
- SW corner of Indian School Road and Dysart.

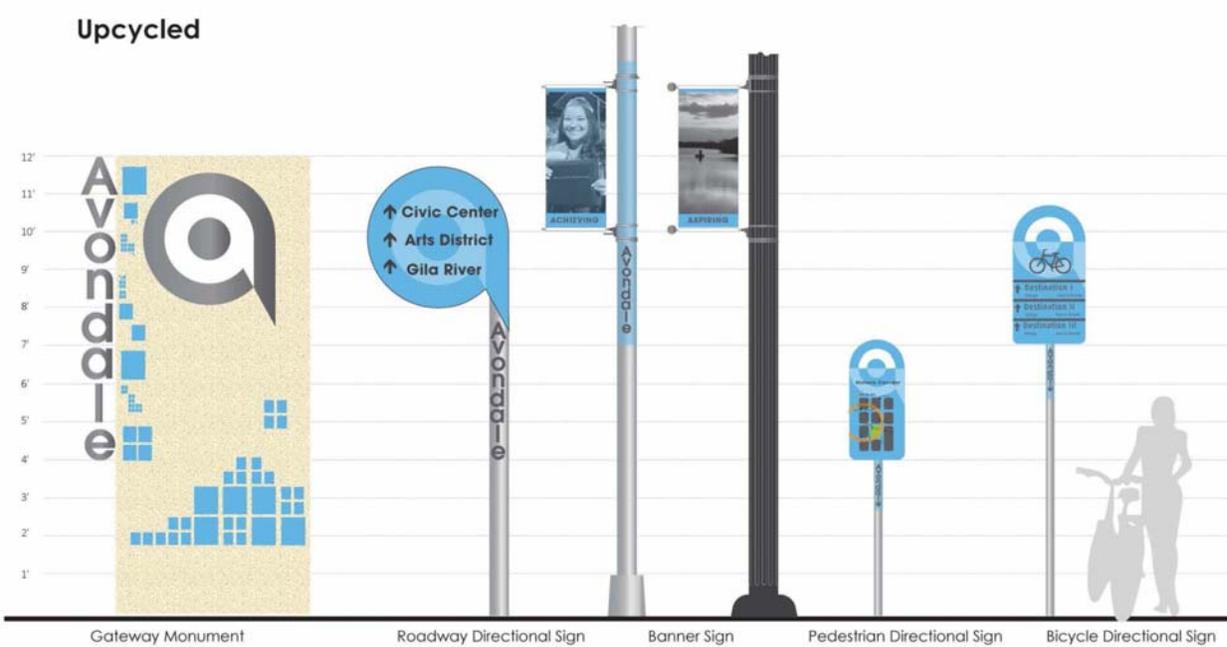
The intersection of Main and Dysart is lower priority.

Option 1 – Upcycled

This concept focuses on Avondale as an innovative and resourceful community. This option received the least attention and discussion. Specific comments:

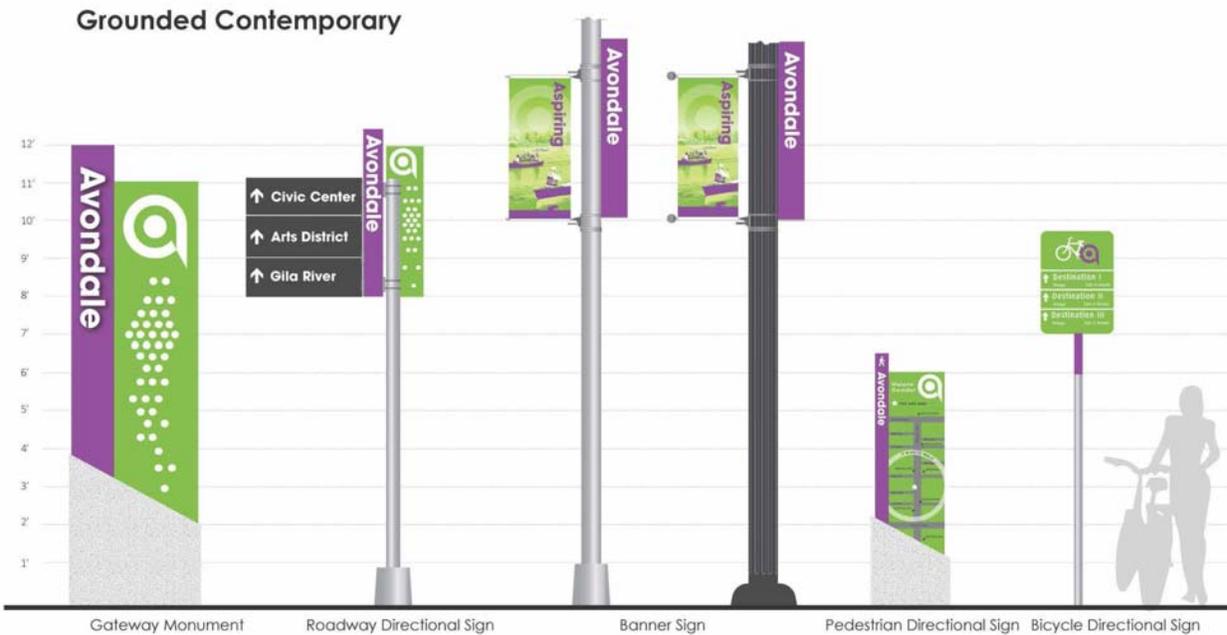
- All the concepts look great. I prefer the Upcycled concept, specifically the cutout Avondale letters on the monument and the mixed media element (concrete/glass/metal). I am not a fan of the Upcycled color scheme though; they appear washed out.
- I really like the designs of option 1: Upcycled. I thought the original proposed color palette was a little bland and would like to see the city colors incorporated as an accent color. Maybe using

different accent colors to designate various areas of the city; i.e. blue for the area around City Hall, purple for Historic Art District etc...
I also liked the idea of the monument signs being lit from within and either using colored lights or colored acrylic for the "a" or a combination.



Option 2 – Grounded Contemporary

Option 2 couples Avondale’s forward looking identity with an emphasis on defining local features. This option was favored by many meeting participants for the overall look as well as meaning behind the design.



Specific option 2 comments:

Gateway Monument

I like the meaning behind the monument design as well as the opportunity to make subtle changes to the design based on location.

Q: Can we vary the colors or will they all be green and purple?

A: Other color options are possible. Typically city gateway monuments are uniform throughout a city.

Q: Might having different colors cause confusion?

A: Color coding is sometimes used to spatially define zones or districts within a city. If changes occur between gateway monuments by location, typically the changes are subtle so that consistency of overall design and language are achieved. If the colors were to change, the overall form would remain largely the same.

I like the emphasis on green and purple. It conveys that we are a sustainably minded community. Option 2 is the most sustainable looking.

Based on first impressions, I initially liked option 3 the best. However after hearing about the concept and meaning behind option 2, I prefer option 2.

Vehicle Directional

I like the clarity and simplicity of the vehicle directional sign.

Pedestrian Orientation Maps

Map based pedestrian signs were generally preferred over simple directional with fingerboards.

I like the use of the walking time circle to show people how close other destinations are.

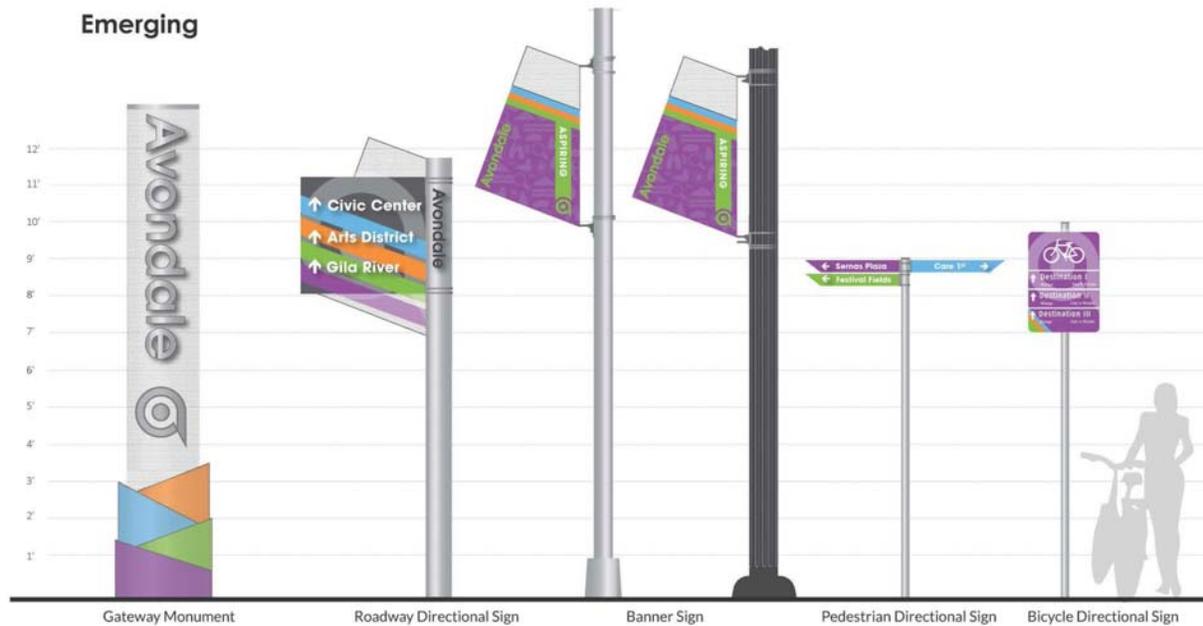
Banners

I like the option 3 monument, but want to use it with the directional pieces from option 2.

I like the silhouette graphics used in this banner option.

Option 3 – Emerging

Option 3 emphasizes Avondale’s identity as a community embracing its bright future.



Specific option 3 comments:

Gateway Monument

I prefer Option 3 based on being the most eye catching and dynamic. The overall theme speaks to Avondale: we're not just focused on our past, we are looking towards our future. We are emerging.

Based on first impressions, I initially liked option 3 the best. However after hearing about the concept and meaning behind option 2, I prefer option 2.

I like the option 3 monument, but want to use it with the directional pieces from option 2.

I like the use of four colors in this option. It really pops and draws attention.

On the Grounded Contemporary and Emerging concepts, I like the bold color schemes. I strongly dislike the way Avondale is labeled vertically but the letters are sideways. It scans weirdly to me and feels wrong, as though the letters are backwards or mirror imaged. I can't say what makes me feel that way, but I have a strong reaction every time I look at them.

Vehicle Directionals

The vehicle directional sign is not as legible as other options. The graphics and colors make the information harder to read than simpler options.

Pedestrian Directionals

I prefer the simplicity and clarity of the pedestrian directional sign in this option.

I also do not like the finger board directional signs; they are too plain and unbranded for me.

Banners

Q: Fabric banners tend to quickly fade in our environment. Have you considered metal banners?

A: Yes, the option 3 banners include a metal mesh material.

Q: Would metal banners cost more?

A: Yes, costs in the short term would be more, however longevity would be greater.

Both Phoenix International Raceway (PIR) and Estrella Mountain Community College are considering doing banners. This effort should coordinate with those projects.

I don't like the irregular shape of the banners in this option. I prefer the traditional rectangular banners.

I like the creative and unique shape of the banners in this option.

Additional Input Received

EMCC is building an arts center to the north. The gateway designs should resonate with the building design.

Q: Are you aware of the Western Avenue Gateway project?

A: Yes, the wayfinding and monument design effort are slightly ahead of the Historic Corridor Gateway project. That project will look for synergies with the wayfinding designs.

Written Input

Written input received via email is included below. It is kept separate to identify comments which were based on visual images only without the advantage of the full presentation or explanation of the designs.

- Great idea!!
- I absolutely love Group No. 3. It's classy and really pops. The four colors together make it really striking. I also think the Pedestrian Directional Sign in this group is much easier to read than the other two.
Group No. 2 is nice, but it doesn't pop like Group No. 3 does.
Group No. 1 is architecturally savvy, but bland, and the Pedestrian Directional Sign is hard to read.
I showed these to a coworker and she agreed with my thoughts. I really appreciated seeing these since I am the person who drafted the RFQ and was curious how they would look.
- Of the three design types given I myself would prefer the primary ones on page one of the study. Thanks for your time.
- I have been studying these exhibits and in order to promote a preferred option. For me, options 2 and 3 are the most 'progressive'. I like the glass block embedded in Option 1, but the pattern is confusing and does not support the graphic? If there was a pattern that was more iconic, maybe.....
The colors in Options 2 and 3 are attractive and draw my attention. The perforated holes in Option 2 again do not support the graphic. There needs to be a pattern rather than a random floating pattern.
Option 3 is my choice, but the Avondale name and 'Avi symbol' need to have more contrast with the background color. Great colors.
- I like them all. However, I will vote for option 2. I believe it would be less likely to graffiti due to the busy pattern and easier to replace and maintain.
- #3 looks the best
- I like the 2nd one. The third one I feel like the shape could go out of style in a few years. Better to keep it classic sign shape.
- The concept: "Grounded Contemporary" seems to be the easiest to read and comprehend. My two cents worth 😊
- I prefer Option 2. The cost of the concrete based Ped sign could be costly so we may want to consider two different versions for the Ped signs; the concrete based one for important locations or City facilities, and a pole/post cheaper version for all other locations.

Summary

Option 1 had some favorable responses, but generated less enthusiasm than the other options. Both options 2 and 3 were well received by members of the community. Overall, option 2 received the most favorable input and community support.



CITY COUNCIL AGENDA

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

REGULAR MEETING

March 2, 2015

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 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. Work Session of February 17, 2015
2. Regular Meeting of February 17, 2015

b. **SPECIAL EVENT LIQUOR LICENSE - STATE OF THE CITY EVENT AND BUSINESS MIXER**

City Council will consider a staff request for approval of a special event liquor license to be used in conjunction with the State of the City Event and Business Mixer scheduled for Thursday, March 5, 2015 from 6 to 8 pm at Avondale City hall. The Council will take appropriate action.

c. **FIFTH AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT - CARE1ST HEALTH PLAN OF ARIZONA INC.**

City Council will consider a request to approve the fifth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **PROFESSIONAL SERVICES AGREEMENT - ONE STEP BEYOND, INC.**

City Council will consider a request to approve a Professional Services Agreement with One Step Beyond, Inc. to provide joint programming on the vacant retail space at the Civic Center Library for academic and retail purposes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT - WHPACIFIC, INC - CDBG STREET AND SIDEWALK IMPROVEMENTS**

City Council will consider a request to approve a Professional Services Agreement with WHPacific, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of \$145,035.82 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **MULTIPLE CONTRACT AWARD - WATER PRODUCTION AND RECLAMATION CHEMICALS**

City Council will consider a request to award contracts for a one-year term with the option to renew for four additional one-year terms to Univar USA, Inc., DPC Enterprises, L.P. and Hill Brothers Chemicals, Inc. for the purchase of chemicals used in water production and water reclamation process in a collective annual amount of \$501,601 and a collective aggregate amount over the term of the contracts of \$2,508,005 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

g. **RESOLUTION 3240-315 INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR INTELLIGENT TRANSPORTATION SYSTEM PROJECT ALONG DYSART ROAD**

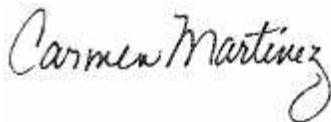
City Council will consider a resolution with ADOT for the Dysart Road/Rancho Santa Fe Boulevard to Indian School Road Fiber Optic Project in the City's estimated cost share amount of \$125,741, authorize the transfer of \$45,000 from CIP Street Fund Line Item 304-1164-00-8420 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PROPOSED AMENDMENT TO BACKFLOW AND PRETREATMENT CODES**

City Council will receive an overview of a proposed amendment to the Avondale City Code, Chapter 24 Waters, Sewers and Sewage Disposal pertaining to backflow and pretreatment that aim to protect the city's water supply from contamination and pollution. For information, discussion and direction.

5 **ADJOURNMENT**

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Special Event Liquor License - State of the City
Event and Business Mixer

MEETING DATE:

3/2/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of a special event liquor license to be used in conjunction with the State of the City Event and Business Mixer scheduled for Thursday, March 5, 2015 from 6 to 8 pm at Avondale City hall.

DISCUSSION:

The City of Avondale will host a State of The City Event and business mixer on Thursday, March 5, 2015 from 6 p.m. to 8 p.m. at Avondale City Hall Amphitheater.

The event will celebrate many of the city's development and redevelopment successes from 2014. Food will be available from Zeta's Grill and Ryan Whitten from 8-Bit Brewery will have a beer tasting section. Additional alcoholic beverages (beer and wine) will be donated and served at no cost to attendees.

State Liquor Department's rules require the city to obtain a special event liquor license for this event even though alcohol will be available free of charge to attendees. The application has been reviewed by Police, Fire and Development Services departments and they are recommending approval. Officer Unger, the Avondale Police Department's liaison with the State Liquor Department, will provide training to servers regarding maximum allowable amounts of alcohol to be served as well as ID verification.

RECOMMENDATION:

Staff is recommending approval of a special event liquor license to be used in conjunction with the State of the City Event and Business Mixer scheduled for Thursday, March 5, 2015 from 6 to 8 pm at Avondale City Hall.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: City of Avondale

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-6000233

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

- Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: CITY OF AVONDALE

Address of Location: 11465 W. CIVIC CENTER DRIVE, AVONDALE, ARIZONA 85323
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: SIMERI, PIER
Last First Middle Date of Birth

2. Applicant's mailing address: 11465 W. CIVIC CENTER DRIVE, AVONDALE, AZ. 85323
Street City State Zip

3. Applicant's home/cell phone: (623) 333-1611 Applicant's business phone: () SAME

4. Applicant's email address: psimeri@avondale.org

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? N/A
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name N/A --Liquor/food will not be sold-(free) Percentage _____
 Address _____
 Street City State Zip

Name N/A --Liquor/food will not be sold-(free) Percentage _____
 Address _____
 Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2-3 Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: Off duty police officers will be on site to make sure there are no uninvited guests or underage people coming to consume alcohol.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

| | Date | Day of Week | Event Start Time AM/PM | License End Time AM/PM |
|---------|-----------------|-----------------|------------------------|------------------------|
| DAY 1: | <u>3-5-2015</u> | <u>Thursday</u> | <u>6:00 p.m.</u> | <u>8:00 p.m.</u> |
| DAY 2: | _____ | _____ | _____ | _____ |
| DAY 3: | _____ | _____ | _____ | _____ |
| DAY 4: | _____ | _____ | _____ | _____ |
| DAY 5: | _____ | _____ | _____ | _____ |
| DAY 6: | _____ | _____ | _____ | _____ |
| DAY 7: | _____ | _____ | _____ | _____ |
| DAY 8: | _____ | _____ | _____ | _____ |
| DAY 9: | _____ | _____ | _____ | _____ |
| DAY 10: | _____ | _____ | _____ | _____ |

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

The purpose of this event is to highlight New Businesses in the area to Avondale.

This is an invitation only event and will feature speeches by public officials.

Food, beverages (alcoholic and non-alcoholic) will be donated and will be available at no cost to the attendees.

8 Bit Brewery, (Ryan Whitten) will have a beer tasting section.

Entertainment will include soft/jazz background music.

See attached agreement from Event Coordinator - Goosebumps.

See attached dimensions and event layout.





City of Avondale
Pier Simeri
11465 W. Civic Center Drive
Avondale, AZ 85323

QUOTE
Quote # 3-AVON-15
Date: 2-27-15

DESCRIPTION **AMOUNT DUE**

Facilitation of the "Avondale State of the City" event, to be on held March 5, 2015.

Scope of Work: \$2,000

- Manage logistical details of the event to include, event timelines, budget and billing.
- Secure entertainment for the event, background type music
- Solicit bids and secure sub contractors as needed to fulfill event needs, such as rentals, florist, décor, security, etc
- Secure food and beverages for an estimated 300 people
- Coordinate logistics of AV needs for all entertainment and speakers
- Coordinate with City of Avondale on day of program and other needed handouts.
- Day of Staffing: set up, manage check in and tear down of the event.
- Solicit and coordinate with any needed volunteers for day of service

Payments:

An initial deposit of \$1,000 is due upon signing of the contract. All final payments will be paid within two weeks following the event date.

Goosebump Marketing & Events will charge a 3% carrying fee for any event expenses paid directly by Goosebump Marketing & Events that are later reimbursed by the event.

Agreed to:

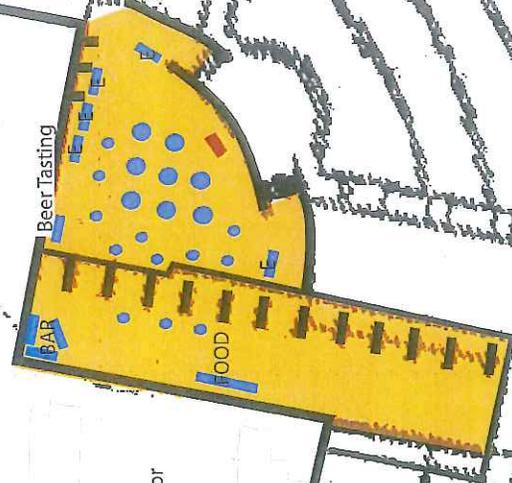
Yes, we agree to the terms of this agreement and would like to contract with Goosebump Marketing & Events.

City of Avondale Date

Goosebump Date

Civic Center

AVONDALE STATE OF THE CITY EVENT
THURSDAY, MARCH 5, 2015



5500 Sq. Ft.

- Event area.
- E = Business Exhibitor Display
- Tables

Updated: 2/11/15

SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.



I, Pier Samei declare that I am an OFFICER, DIRECTOR or CHAIRPERSON (Print full name) appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Community Relations Dir 2/11/2015 6233331611
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 11th of February 2015
Day Month Year
State Arizona County of Maricopa

My Commission Expires on: May 11, 2018 [Signature]
Date Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.



I, Pier Samei declare that I am the APPLICANT in this application as (Print full name) listed in Section 9. I have read the application and the contents of the statements are true, correct and complete.

X [Signature] Community Relations Dir 2/11/2015 6233331611
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 11th of February 2015
Day Month Year
State Arizona County of Maricopa

My Commission Expires on: May 11, 2018 [Signature]
Date Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)
on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

Avondale

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: PIER SIMERI

ORGANIZATIONS NAME: CITY OF AVONDALE

NAME OF EVENT: "AVONDALE MEANS BUSINESS"

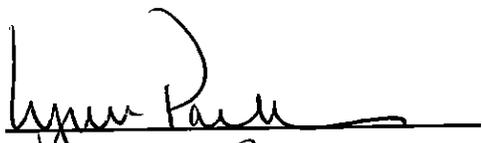
EVENT ADDRESS: 11465 W. CIVIC CENTER DRIVE

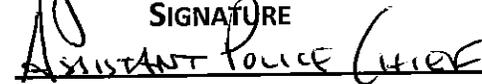
CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: STATE OF THE CITY EVENT WILL HIGHLIGHT NEW BUSINESSES IN THE AREA.

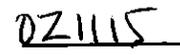
DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE


TITLE



DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 2, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 17, 2015**

Avondale

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: PIER SIMERI

ORGANIZATIONS NAME: CITY OF AVONDALE

NAME OF EVENT: "AVONDALE MEANS BUSINESS"

EVENT ADDRESS: 11465 W. CIVIC CENTER DRIVE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: STATE OF THE CITY EVENT WILL HIGHLIGHT NEW BUSINESSES IN THE AREA.

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jose Y. Gomez
SIGNATURE

Fire Inspector
TITLE

2/17/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 2, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 17, 2015

Avondale

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: PIER SIMERI

ORGANIZATIONS NAME: CITY OF AVONDALE

NAME OF EVENT: "AVONDALE MEANS BUSINESS"

EVENT ADDRESS: 11465 W. CIVIC CENTER DRIVE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: STATE OF THE CITY EVENT WILL HIGHLIGHT NEW BUSINESSES IN THE AREA.

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Christ Building Official

TITLE

2/11/15
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 2, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 17, 2015

Avondale

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: PIER SIMERI

ORGANIZATIONS NAME: CITY OF AVONDALE

NAME OF EVENT: "AVONDALE MEANS BUSINESS"

EVENT ADDRESS: 11465 W. CIVIC CENTER DRIVE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: STATE OF THE CITY EVENT WILL HIGHLIGHT NEW BUSINESSES IN THE AREA.

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Ewa Murga
SIGNATURE
Planner II

TITLE

2/17/2015

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **MARCH 2, 2015**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **FEBRUARY 17, 2015**



Development Services & Engineering Department

DATE: February 17, 2015

TO: Carmen Martinez, City Clerk

PREPARED BY: Eric Morgan, Planner II 623-333-4017

SUBJECT: City Hall – Avondale Means Business Event
Series 15 Liquor License – Special Event Liquor License
11465 West Civic Center Drive, Avondale, AZ 85323

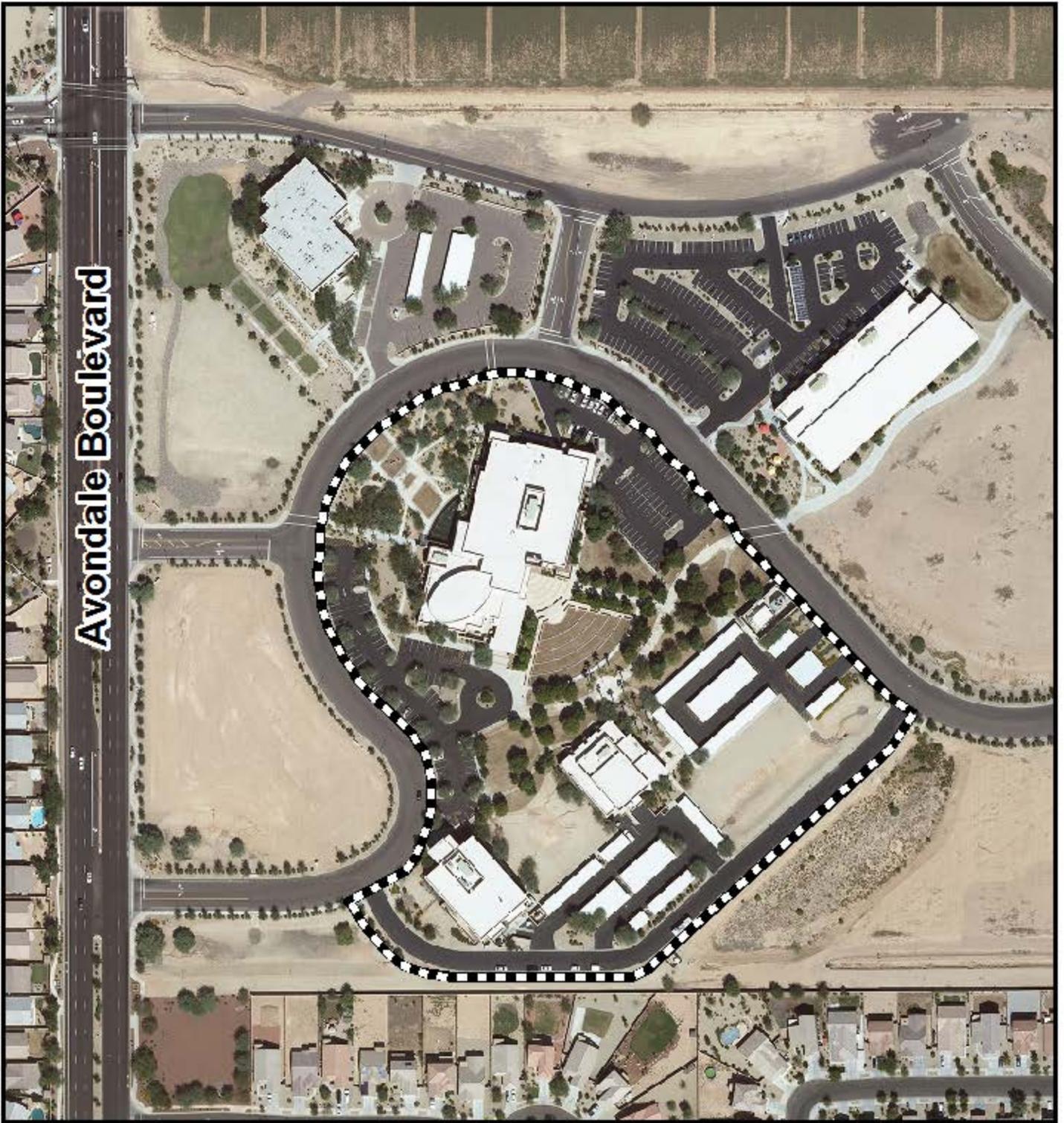
The event will be held on the southeast side of City Hall, under the colonnade and in the amphitheater areas.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Public/Civic. The site is currently zoned Agricultural (AG).

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

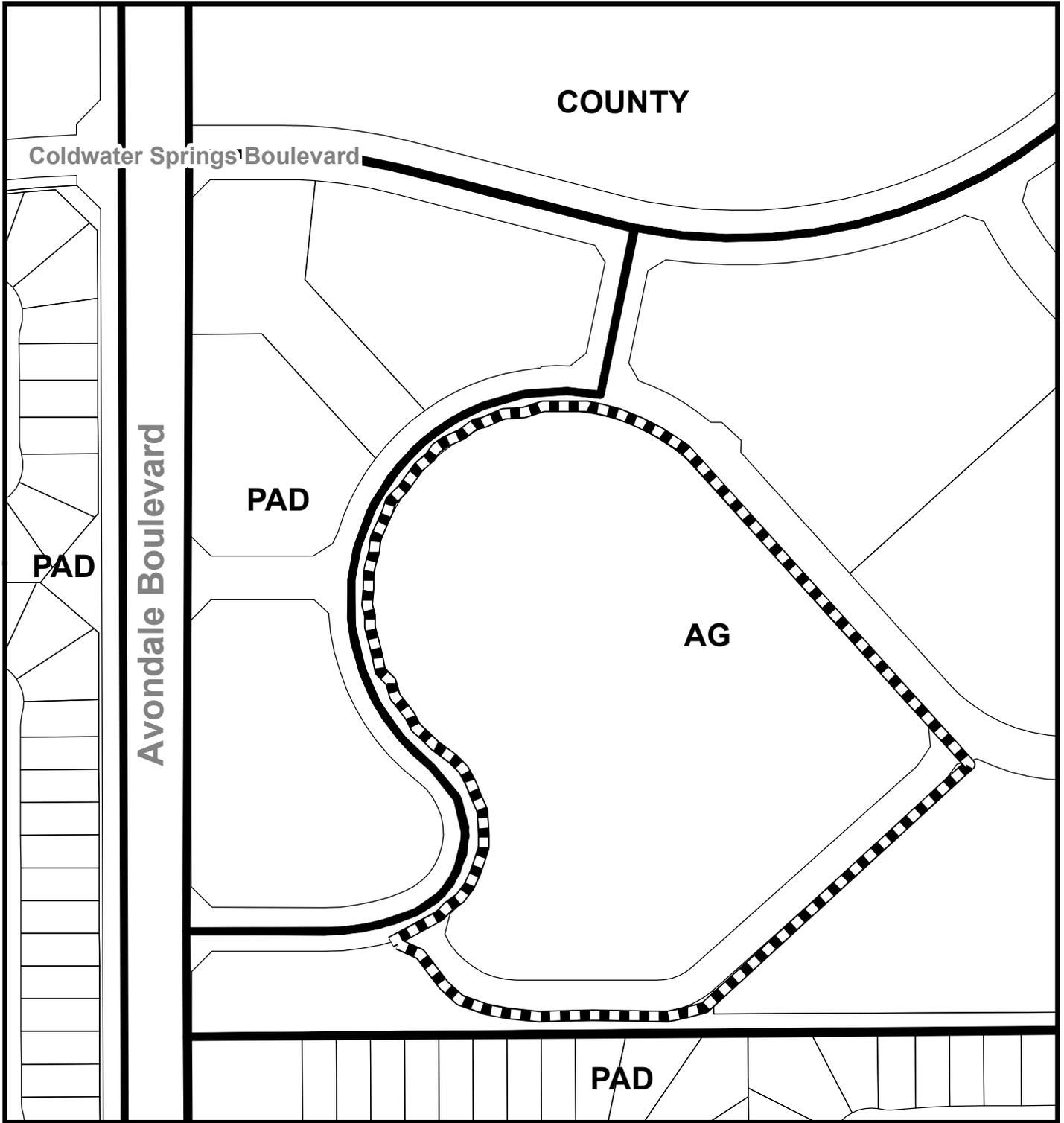


Aerial Photograph



Avondale City Hall





Zoning Vicinity Map



Subject Property



Avondale

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: PIER SIMERI

ORGANIZATIONS NAME: CITY OF AVONDALE

NAME OF EVENT: "AVONDALE MEANS BUSINESS"

EVENT ADDRESS: 11465 W. CIVIC CENTER DRIVE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

PURPOSE OF EVENT: STATE OF THE CITY EVENT WILL HIGHLIGHT NEW BUSINESSES IN THE AREA.

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Tax Audit Supervisor

TITLE

2/11/15

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MARCH 2, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 17, 2015**



CITY COUNCIL AGENDA

SUBJECT:

Fifth Amendment to the Financial Assistance Agreement - Care1st Health Plan of Arizona Inc.

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Stephanie J. Small, Neighborhood and Family Services Director - 623-333-2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the fifth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. (Care1st) to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center under its financial sponsorship. The former Old Town Library building was available and with relatively minor renovations was converted into a resource and housing center. The Care1st Avondale Resource and Housing Center serves as a hub for non-profit agencies to provide human services to residents of Avondale and the Southwest Valley. The facility also houses a community meeting room which can seat up to 80 persons and has audio-video equipment available for community use.

With continued funding from Care1st, Avondale staff will continue to identify needed human and housing services and continue to recruit agencies which provide these services. Creation of the resource center has complemented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

In 2012, Care1st Health Plan Arizona provided funding to replace the aging air conditioning system. In 2013, funding was allocated for approximately half the costs of the roof replacement and the cost of security enhancements for the facility. In 2014, no major renovations were implemented at the Center. Approximately \$6,900 of funds not spent from the previous year will be carried over toward the needs of the Center.

DISCUSSION:

The resource center is managed by staff of the Neighborhood and Family Services Department. Following is the division of responsibilities for the resource center that are detailed in the agreement.

The City of Avondale will provide the following:

- Use of the building at 328 W. Western Avenue;
- Use of the furniture currently in the building;

- Identification and recruitment of human service and housing service providers to be located in the resource center;
- Management of the resource center facility, operations, and staff;
- Daily oversight of Care1st support staff who are assigned to the resource center;
- Fiscal oversight of the resource center.

Funding from Care1st will:

- Support the salary of the Resource Center Coordinator who is a City employee and is responsible for the day to day center operation;
- Janitorial services and supplies;
- Facility and grounds maintenance including upkeep of the interior garden;
- General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will provide:

- Annual operating funding for the resource center for the period of January 2015 through December 2015;
- Two support staff members (one full time and one part-time), who will be Care1st employees, who will serve in a reception/clerical capacity and who will be supervised by the Resource Center Coordinator.

Joint City of Avondale and Care1st Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center;
- Work together to provide an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

At the end of the agreement period Care1st may choose to withdraw from the venture and take any equipment/furniture they directly purchased. The City may also choose to withdraw from the venture. The agreement may be also be extended.

BUDGET IMPACT:

There is no matching requirement or General Fund required. Care1st will provide a total of \$123,072.97 (Fund 209-7510) for calendar year 2015.

RECOMMENDATION:

Staff recommends that the City Council approve the fifth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Fifth Amendment](#)

**FIFTH AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS FIFTH AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this "Fifth Amendment") is made as of March 2, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement dated November 3, 2008, as amended by that certain First Amendment dated December 13, 2010, that certain Second Amendment dated January 9, 2012, that certain Third Amendment dated January 22, 2013, and that certain Fourth Amendment dated February 3, 2014 (collectively, the "Agreement"), to establish the Resource Center at the Facility to provide the Services to residents of the southwestern valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the "Continued Services").

C. The City and the Provider desire to enter into this Fifth Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued 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 Provider hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through December 31, 2015 (the "Renewal Term"). The Parties may renew this Fifth Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$123,073.00 to enable the City to provide the Continued Services (the "Additional

Funding”). Provider shall pay one half of the Additional Funding to the City on or before April 20, 2015. Provider shall pay the remaining half of the Additional Funding to the City on July 31, 2015.

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

4. Non-Default. By executing this Fifth Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Agreement. Additionally, the Provider affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(Affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - One Step Beyond, Inc.

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement (PSA) with One Step Beyond, Inc. (One Step Beyond); to provide joint programming at the Civic Center Library for the operation of the retail venue and service space for retail and academic purposes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD); and One Step Beyond desire to enter into a joint programming agreement at the City of Avondale Civic Center Library. The City is in need of an operator for the retail and services space located at the South entrance of the Civic Center Library. The City has tried unsuccessfully to operate the space as a concession operation using the services of for-profit contractors. After approximately four years of operating as a food service space, the most recent contractor of the Library Deli vacated the premises in December 2013. Staff recommends using the library space as an employment training center in cooperation with One Step Beyond.

One Step Beyond provides programming to train and develop individuals with developmental disabilities. The programs provide the participants with job training and life skills to enhance their independence. One Step Beyond programs teach job skills in a safe, controlled environment designed to simulate a real-life workplace. The programs incorporate all of the skills and abilities required to master and keep a job, including: excelling in simple tasks, mature workplace behavior, and effective communication with co-workers and supervisors. One Step Beyond currently operates in Peoria and Surprise.

This Civic Center library space would provide an additional training site for One Step Beyond. The participants will learn how to manage and operate a library book store. In addition, a portion of the book store proceeds will provide funding for library operations. The program would be run by One Step Beyond staff and participants with the intent of giving the participants opportunities to build business skills and engage local businesses while providing valuable education and training.

DISCUSSION:

Under the terms of the agreement the City will provide the facilities for the programming and One Step Beyond will develop, implement, and manage all of the program operations. All programming will be jointly agreed upon prior to the program start date. This agreement shall be effective as of January 20, 2015 for an initial period of one year. The agreement may be extended for up to three

successive one-year terms if it is in the best interest of the City. One Step Beyond will pay the City 50% of gross revenue from all sales generated from operations at the Civic Center Library.

The PRLD's current budget includes funds to remodel the library concession space. The City will remodel the space to accommodate the program, provide shelving, and provide an inventory of used books. One Step Beyond will manage the program, train all staff and participants, and monitor the operations of the book store. One Step Beyond may also include the sale of non-alcoholic beverage items such as hot and iced coffee, bottled water, bottled juice, and bottled soda and pre-packaged food items. Food items must be pre-packaged. The hours of operation will be consistent with library hours, but will adjust as necessary based on program requirements.

BUDGET IMPACT:

The budget for the library space remodel is included in the Parks, Recreation & Libraries Department Library Division budget line item 101-8110-00-6320 (Contractual Maintenance / Building and Grounds).

All other program-associated costs related to this agreement will be 100% cost recoverable. There will be no expenses incurred by the City. All program related expenses, costs, and supplies will be the responsibility of program fees collected by the participants, customers, sponsorships, or grant funds.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with One Step Beyond, Inc. (One Step Beyond); to provide joint programming at the Civic Center Library for the operation of the retail venue and service space for retail and academic purposes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - One Step Beyond](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ONE STEP BEYOND, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of March 2, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and One Step Beyond, Inc., an Arizona non-profit corporation (the “Contractor”).

RECITALS

A. The City has vacant space available inside the Civic Center Library located at 11350 West Civic Center Drive (the “Library Space”) and desires to use the space to facilitate a job training program (the “Program”).

B. Contractor is in the business of providing comprehensive programs to people with developmental disabilities to realize their dreams of optimal independence, meaningful employment, significant social relationships and full participation in the community, and is the only entity in the vicinity with a job training program and the ability to transport Program participants to the Library Space.

C. The City has determined that competitive solicitation is not in the City’s best interest. Pursuant to Section 13.2 of the Avondale Procurement Policy, the City desires to enter into an Agreement with the Contractor for the City to provide space to allow the Contractor to administer the Program by operating a used bookstore in the Library Space (the “Services”), as more particularly set forth in Section 2 below.

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 March 1, 2016 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. 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) 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 (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), 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. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. During the Initial Term, the Contractor shall be permitted to utilize the Library Space to carry out the Program at no cost. Beginning with the first Renewal Term and continuing for the remainder of the Term of this Agreement, Contractor shall pay the City 50 percent of its gross sales derived from the Services.

4. Payments. The Contractor shall pay any payments required pursuant to Section 3 above to the City monthly in accordance with Section 4.1 of the Scope of Work, attached hereto as Exhibit A.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, the 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. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

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

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

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

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

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's

responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) Contractor’s insurance shall be primary insurance with respect to performance of the Agreement.

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

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed

by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

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

12. Termination; Cancellation.

12.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice

by the City. Upon termination for convenience, City shall be paid for the undisputed portion of its fee due as of the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Contractor to the City for the undisputed portion of its fee due as of the termination date.

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

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

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

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee, trainee or agent of one party shall not be deemed or construed to be the employee, trainee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as

an independent contractor, not as an employee or agent of the City. Contractor, its employees, trainees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, trainees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

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

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the

City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

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

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

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

13.13 Offset.

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Contractor: One Step Beyond, Inc.
9299 West Olive Avenue, Suite 311
Peoria, Arizona 85345
Attn: Madison Rogers

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 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 (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the

Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this 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 subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 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.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement or the Scope of Work, the documents shall govern in the order listed herein.

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

[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

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ONE STEP BEYOND, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Introduction.

Contractor will operate a used bookstore (the “Store”), comprised of the approximately 600 square foot area inside the Library Space, providing for the sale of used books and other merchandise stated below, in order to provide a job training program for people with disabilities (“Trainees”).

2. Operation of the Store.

2.1 The City will provide to the Contractor, used books at no charge to be sold in the Store. The books will remain the property of the City until they are sold and must not be removed from the Store. The City Representative will determine the price to charge for the books, with input from the Contractor.

2.2 The Contractor may also sell non-alcoholic beverage items (e.g., hot and iced coffee, bottled water, juice and soda), food items (e.g., bagels, pastries, muffins, fresh fruit, sandwiches and salads) and additional merchandise upon written authorization from the Director of Parks, Recreation and Libraries (collectively, the “Merchandise”).

A. All food items must be pre-packaged.

B. The sale of alcoholic beverages and tobacco is prohibited.

C. The Contractor shall follow all current municipal regulatory and code requirements of the Maricopa County Environmental Health Code, Chapter VII. This information is available through the Maricopa County Department of Environmental Services.

2.3 The Store shall be open the same days and hours as the Library, excluding City holidays:

| | |
|--------------------|-------------------------|
| Monday – Thursday: | 10:00 a.m. to 8:00 p.m. |
| Friday: | 1:00 p.m. to 5:00 p.m. |
| Saturday: | 11:00 a.m. to 5:00 p.m. |

If Contractor does not open and operate the Store for five consecutive scheduled work days, it will be in default of this Agreement. The City Representative shall have the authority to change the hours of operation, as necessary.

2.4 The Contractor will provide a book inventory and a detailed accounting to the City Representative by the fifth working day of each month. The accounting shall include gross sales, expenses and any profit generated for the Program.

- 2.5 The Contractor will provide to the City Representative by the fifth working day following each quarter, a job training report containing the following information:
- A. Trainees entered into the Program, including name, age and city of residence.
 - B. Trainees who have completed the Program and received certification, including name, age and city of residence.
 - C. Trainees who have secured employment after completion of the Program, including name, age and city of residence.
- 2.6 Contractor shall furnish all equipment and supplies necessary for the proper operation of the Store.
- 2.7 Contractor shall supply all trash receptacle liners and dispose of all debris generated by the Services at the close of each business day. The Store must be cleaned and sanitized daily.
- 2.8 The Contractor is solely responsible for the security of all cash and Merchandise. There shall be no cash left in the Store after closing. Merchandise left in the Store must be secured by the Contractor.
- 2.9 Contractor's operation of the Store shall not interfere with visitors to the Library or City property. The following distractions and annoyances that disturb the peace and comfort of other patrons or employees are prohibited, and any occurrence may result in a termination of the Agreement:
- A. Any loud, disturbing and unnecessary noises.
 - B. Sounding or blowing any horn or signaling device.
 - C. Playing any radio, amplified music system, or musical instrument.
 - D. Yelling, shouting, hooting, whistling, or singing.
 - E. Any noise to attract attention for advertising or other purposes (e.g., a drum, loudspeaker, or other device).
- 2.10 Any damage to City property as a result of the Services provided by Contractor shall be repaired or replaced to the City's satisfaction at Contractor's sole expense. Any damage caused by the Contractor that has to be repaired or replaced by the City will be charged to the Contractor.

3. Personnel and Trainees.

- 3.1 Contractor shall be solely responsible for providing reliable, properly trained personnel and Trainees to operate the Store.
- 3.2 Personnel and Trainees must be able to speak, understand, read and write the English language.
- 3.3 Personnel and Trainees must not have been convicted of a felony or any crime involving moral turpitude.
- 3.4 Personnel and Trainees must be neat and clean in appearance and wear uniforms or other identification that clearly identifies them as employees of the Contractor.
- 3.5 Personnel and Trainees must possess the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- 3.6 Contractor, its personnel and all Trainees must understand and fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Avondale.
- 3.7 Contractor shall provide a manager who shall be Contractor's contact person and be responsible for the performance of the Services for the duration of the Agreement (the "Manager"). The Manager shall establish a routine for communications with the City Representative to provide a timely response to any concerns or problems that may arise, receive instructions regarding special events and to discuss pertinent items regarding the Agreement and Contractor's performance.
- 3.8 Contractor is solely responsible for supervising the Trainees at all times.
- 3.9 Contractor will provide transportation for the Trainees to and from the Store, if necessary.
- 3.10 Personnel and Trainees will agree to reasonably cooperate with any background check deemed necessary by the City, prior to working in the Store.

4. Income and Expenses.

- 4.1 Beginning with the first Renewal Term, Contractor will pay to the City 50 percent of its gross sales within 10 days following submittal of the accounting and inventory referenced in Section 2.4 above.
- 4.2 Contractor will not pay the City any additional rent for the Store for as long as all requirements of this Agreement are met and Contractor's Services provide acceptable measurable results, as determined by the City in its sole discretion.

- 4.3 Contractor is solely responsible for all expenses incurred.
- 4.4 Pursuant to Section 13.1 of this Agreement, Contractor is solely responsible for all wages and benefits paid to its personnel and Trainees.



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - WHPacific, Inc - CDBG Street and Sidewalk Improvements

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with WHPacific, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of \$145,035.82 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

CDBG funds must be utilized to serve low-to-moderate income areas. Annually, fifty percent of the CDBG funds received less the administrative set-aside have been used toward infrastructure projects in the areas of Cashion, Las Ligas, Rio Vista, and Historic Avondale. Included among the completed CDBG infrastructure projects are water and street improvements in Historic Avondale, the Cashion sidewalk and street lighting projects, Phase 1 of the South Avondale sidewalk project and Cashion water and sewer line projects.

DISCUSSION:

The purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area. The project area is from Central Avenue to 4th Street, Western Avenue to Main Street (see attached vicinity map). These streets are deteriorated. The pavement has not received maintenance treatments such as crack sealing and patching, and therefore, extensive cracking continues. The pavement conditions are now at a point where routine maintenance measures are not enough. In order to extend the life of the roads, some form of reconstruction is required. Water mains, services and fire hydrants will also be replaced within the project limits. Staff attempts to include underground improvement work with pavement rehabilitation projects to minimize disturbance to residents. Roadways will also be narrowed to increase sidewalk widths and provide improved ADA accessibility. The design team will also work with APS to ensure power poles are not located within sidewalks or ramps.

This contract will cover the design for the entire area of work. Due to funding constraints, the construction is scheduled to be completed in FY 17-18.

The scope of work for this project will include, but not be limited to:

- Geotechnical Investigation / Pavement Analysis
- Geometric Analysis and Design
- Drainage Design

- Waterline Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff requested proposals from three firms listed on the Professional Consultants Selection List. A committee was formed and proposals were evaluated. Upon review, it was determined that WHPacific was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that WHPacific is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from WHPacific for engineering services for the delivery of plans, specifications, and an engineer's estimate for roadway, sidewalk, sewer and water service improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of \$145,035.82.

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

Design Concept Report (30% Plans) – June 2015

60% Plans – October 2015

90% Plans – January 2016

Final Plans – June 2016

Construction:

Bid Award – July 2017

Begin Construction – August 2017

End Construction – March 2018

BUDGET IMPACT:

Funding for this project is available in CIP Street Fund Line Item No. 304-1162-00-8001, CDBG Street and Sidewalk Improvements.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with WHPacific, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of \$145,035.82 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Vicinity Map](#)

[PSA - WH Pacific, Inc.](#)



PROFESSIONAL SERVICES AGREEMENT – WH PACIFIC, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35825>



CITY COUNCIL AGENDA

SUBJECT:

Multiple Contract Award - Water Production and Reclamation Chemicals

MEETING DATE:

3/2/2015

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff recommends that the City Council consider a request to award contracts for a one-year term with the option to renew for four additional one-year terms to Univar USA, Inc., DPC Enterprises, L.P. and Hill Brothers Chemicals, Inc. for the purchase of chemicals used in water production and water reclamation process in a collective annual amount of \$501,601 and a collective aggregate amount over the term of the contracts of \$2,508,005.

BACKGROUND:

The chemicals included in the bid are required for dechlorination and disinfection at the Water Reclamation Facility and for pH adjustment and sediment settling at the Northside Treatment Facility.

Currently three (3) of the chemicals - bulk 33% sodium hydroxide, bulk 30% hydrochloric acid, and bulk 35% ferric chloride - included in the bid documents are not in use in the water reclamation process but were included to obtain pricing should they be needed at some point in the future. These chemicals are not being added to the contracts being awarded.

DISCUSSION:

The City issued an Invitation for Bid (IFB PW15-016) on December 23, 2014 for vendors to provide chemicals utilized in the water production and water reclamation processes. The IFB was advertised in the West Valley View on December 23, and December 30, 2014 and the Arizona Republic Classified Liner on December 25, 2014. Seven (7) bids were received by the due date of January 22, 2015. Four bids were deemed responsive. Contracts will be awarded on both a primary and secondary basis; in the event the primary contractor is unable to provide the chemical as required, the secondary contractor will be utilized.

The following are recommended contracts, annual not to exceed, and aggregate amounts:

| Chemical | Primary Award | Secondary Award | Annual | Aggregate |
|------------------------------|-----------------------|----------------------------|-----------|-------------|
| Bulk 38-40% sodium bisulfite | Univar USA, Inc. | Hill Brothers Chemical Co. | \$183,700 | \$918,500 |
| Bulk 12% sodium hypochlorite | DPC Enterprises, L.P. | Hill Brothers Chemical Co. | \$299,250 | \$1,496,250 |

| | | | | |
|---------------------------|------------------------------|------------------|----------|----------|
| Bulk 25% sodium hydroxide | DPC Enterprises, L.P. | Univar USA, Inc. | \$12,360 | \$61,800 |
| Bulk 35% ferric chloride | Hill Brothers Chemical, Inc. | | \$6,291 | \$31,455 |

Each contract has the option of four (4) one-year renewals. This agenda request also authorizes the Mayor or City Manager and City Clerk to execute the necessary documents.

BUDGET IMPACT:

Expenses associated with these contracts are typically charged to the following line items and are subject to annual budget authority:

Water Reclamation Facility: Chemicals (503-9230-00-7155)

Water Production: Chemicals (501-9122-00-7155)

RECOMMENDATION:

Staff recommends that the City Council consider a request to award contracts for a one-year term with the option to renew for four additional one-year terms to Univar USA, Inc., DPC Enterprises, L.P. and Hill Brothers Chemicals, Inc. for the purchase of chemicals used in water production and water reclamation process in a collective annual amount of \$501,601 and a collective aggregate amount over the term of the contracts of \$2,508,005.

ATTACHMENTS:

Description

[IFB](#)

[Bid Tab](#)

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

| | | |
|----------------------------------|---------------------------------------|---|
| Solicitation Number: | PW 15-016 | |
| Solicitation Title: | Water Treatment Chemicals | |
| Release Date: | December 23, 2014 | |
| Prospective Bidders' Conference: | Not applicable for this solicitation. | |
| Final Date for Inquiries: | January 12, 2015 | |
| Bid Deadline: | January 22, 2015 | 3:00 p.m. (local-time, Phoenix, Arizona) |
| Bid Opening: | January 22, 2015 | 3:00 p.m. (local-time, Phoenix, Arizona) |
| City Representative: | Sammi Curless | scurless@avondale.org 623-333-4449 |
| Procurement Administrator: | Loretta Browning | lbrowning@avondale.org 623-333-2029 |

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Materials specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the City Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered except as provided in the City Procurement Code. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

| | | |
|--|---|--|
| Pursuant to section 2.16 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: <input type="checkbox"/> * or Line Item Award: <input type="checkbox"/> | | |
| *Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award. | | |
| Arizona Transaction (Sales) Privilege Tax License Number: _____ Federal Employer Identification Number: _____ <div style="text-align: center;">Vendor Name</div> <hr/> <div style="text-align: center;">Address</div> <hr/> <div style="display: flex; justify-content: space-between;"> City State Zip Code </div> | For Clarification of this Bid contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ <div style="text-align: center;">Authorized Signature for Vendor</div> <hr/> <div style="text-align: center;">Printed Name</div> <hr/> <div style="text-align: center;">Title</div> | |
| ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY) | | |
| Effective Date: _____ Contract No. _____ Official File: _____ | | |
| CITY OF AVONDALE, an Arizona municipal corporation <hr/> David W. Fitzhugh, City Manager ATTEST: APPROVED AS TO FORM: <hr/> Carmen Martinez, City Clerk Andrew J. McGuire, City Attorney | | |

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “City” means the City of Avondale, an Arizona municipal corporation.

1.6 “City Representative” means the City employee who has specifically been designated to act as a contact person to the City’s Procurement Administrator, and who is responsible for monitoring and overseeing the Vendor’s performance under the Contract and for providing information regarding details pertaining to the Contract.

1.7 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 “Contract” means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 “Days” means calendar days unless otherwise specified.

1.10 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City’s Procurement Code.

1.11 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Vendor in conjunction with the Contract.

1.12 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

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

1.14 “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Vendors relating to their Invitation for Bids.

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

1.16 “Procurement Code” means the City Procurement Code, as amended from time to time.

1.17 “Services” means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

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

1.19 “Subcontractor” means those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.20 “Vendor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified Vendor(s) to provide NSF-approved water treatment chemicals (the “Materials”) to the Public Works Department’s Water Treatment Facilities. The selected Vendor shall provide transportation, delivery and off-loading of the Materials into tanks or storage facilities at City site(s) and removal of empty containers, as more particularly described in the Specifications/Price Sheet, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications/Price Sheet. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the City’s needs. The City does not guarantee any minimum or maximum amount of purchases will be requested by the City pursuant to a Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Materials specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations, particularly obligations similar to those included in this IFB.

3. Bidder cannot demonstrate financial stability.

4. The Bid submission contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. Any catalog, brand name or manufacturer's reference used is considered descriptive and not restrictive and is indicative of the type and quality of Materials the City desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

C. Required Submittal. Bidders shall provide all of the following documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.

2. Price Sheet.

3. Licenses; DBE/MBE Status.

4. References.

5. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale City Hall, 11465 West Civic Center Drive, Avondale, Arizona 85323
Buyhub website at <http://eprocare.avondale.org>
City of Avondale website at www.avondale.org/procurement

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Vendor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Material as estimated and the Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

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

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a

written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder, in writing, of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. Bidders shall provide license information with the Bid, attached as Exhibit B and incorporated herein by reference. Upon the City's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

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

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.27(D) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.16 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any, but excluding taxes and "as-needed" services requested by the City and (3) Bidder qualifications to provide the Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Contract, the Vendor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided, however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3.2 Compensation. The City shall pay the Vendor for Materials delivered and accepted by the City at the rates set forth in the Price Sheet. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the City.

3.3 Payments. The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

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

3.5 Deliveries. Time is of the essence for all orders placed under this Contract. Deliveries shall be made within 14 days of Order placement to:

The Locations listed in Exhibit A – Specifications/Price Sheet

Product documentation required by Section 3.14 shall be delivered to the City upon delivery of the Materials. Delivery shall not be considered complete until the City is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Materials upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

3.6 Quantity. The quantity of Materials ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances.

3.7 Changes; Cancellation. The City reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Should a Purchase Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The City will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.

3.8 F.O.B. Unless otherwise agreed to in writing, signed by the City Manager or authorized designee, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

3.9 Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must carry the correct quantity, product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. Vendor will be charged with excess freight costs that the City is required to pay.

3.10 Performance Warranty. All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for street sign supplies or hardware). Any defects in design, workmanship or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract or by law. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.

3.11 Price Warranty. Vendor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.

3.12 Inspection; Acceptance. All Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the City may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.

3.13 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of (A) any other terms of this Contract or (B) that condition for subsequent shipments.

3.14 Product Documentation. Books, manuals or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components and accessories, as supplied to comply with the Specifications. If changes, modifications, additions or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a person

of average skill in general mechanics to diagnose, repair and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The City shall have the right to reproduce any equipment/product documentation for City maintenance and educational purposes only.

3.15 Product Discontinuance. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

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

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

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

3.19 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

3.20 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.

3.21 Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

3.22 Advertising. Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

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

3.24 Indemnification. To the fullest extent permitted by law, the Vendor 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 performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

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

3. Additional Insured. [INTENTIONALLY OMITTED]

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

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

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

9. Use of Subcontractors. If any portion of this Contract is subcontracted in any way, Vendor shall execute written agreement(s) with its Subcontractors containing the indemnification

provisions set forth in this subsection and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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

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

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

b. Vendor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Vendor's performance under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

1. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000

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

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

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

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

3.26 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and any suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.27 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in

equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

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

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

E. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.28 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is

responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future Occupational Safety and Health Administration standards.

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

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

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

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

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.

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

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

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

K. Offset.

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

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

L. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to Vendor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

N. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any City-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or

provisions in conflict with the terms of this Contract (collectively, the “Unauthorized Conditions”), other than the City’s project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

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

P. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 15-016

[Specifications/Price Sheet]

See following pages.

SPECIFICATIONS

Water Treatment Chemicals PW 15-016

1. Introduction. The awarded Vendor(s) shall provide NSF-approved water treatment chemicals (the “Materials”) to the Public Works Department’s Water Treatment Facilities listed in Section 3 below. The Vendor(s) shall also provide transportation, delivery and off-loading of the Materials into tanks or storage facilities at the City sites and removal of empty containers in accordance with these specifications.
2. Delivery Schedule. Monday through Thursday, 6:00 a.m. to 2:00 p.m.
3. Locations, Materials and Approximate Annual Usage.

3.1 Water Reclamation Facility, 4800 South Dysart Road, Avondale, Arizona 85323

| | <u>Materials</u> | <u>Quantity</u> |
|----|--|-----------------|
| A. | Bulk 38 - 40% Sodium Bisulfite (dechlorination chemical) | 110,000 gallons |
| B. | Bulk 33% Sodium Hydroxide (caustic soda solution; pH adjustment for odor control system) | 7,500 gallons |
| C. | Bulk 30% Hydrochloric Acid (odor control system cleaning agent) | 1,000 gallons |
| D. | Bulk 12% Sodium Hypochlorite (liquid bleach – disinfection chemical) | 350,000 gallons |
| E. | Bulk 35% Ferric Chloride (H2S control and settling aid) | 60,000 gallons |
| F. | Bulk 65-90% Chlorine Granular Calcium Hypochlorite (alternate disinfection chemical) | 200 tons |

3.2 Northside Treatment Facility, 3850 North El Mirage Road, Avondale, Arizona 85323

| | <u>Materials</u> | <u>Quantity</u> |
|----|---|-----------------|
| A. | Bulk 25% Sodium Hydroxide (pH adjustment) | 12,000 gallons |
| B. | Bulk 35% Ferric Chloride (settling aid) | 2,700 gallons |

PRICE SHEET

Water Treatment Chemicals
PW 15-016

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Specifications/Price Sheet shall be deemed as a NO BID entry for that item.

| Item | Materials | Product Name/No. | Notes | Annual Quantity | Unit | Unit Price | Extended Price |
|--|--|------------------|--|-----------------|---------|------------|----------------|
| Location: Water Reclamation Facility, 4800 South Dysart Road, Avondale, Arizona 85323 | | | | | | | |
| 1. | Bulk 38-40% Sodium Bisulfite | | To be offloaded into a 5,000 gallon storage tank | 110,000 | Gallons | \$ | \$ |
| 2. | Bulk 33% Sodium Hydroxide (caustic soda solution) | | To be offloaded into a 5,000 gallon storage tank | 7,500 | Gallons | \$ | \$ |
| 3. | Bulk 30% Hydrochloric Acid | | Delivered in 55-gallon drums | 1,000 | Gallons | \$ | \$ |
| 4. | Bulk 12% Sodium Hypochlorite (liquid bleach) | | To be offloaded into a 6,000 gallon storage tank | 350,000 | Gallons | \$ | \$ |
| 5. | Bulk 35% Ferric Chloride | | To be offloaded into a 5,000 gallon storage tank | 60,000 | Gallons | \$ | \$ |
| 6. | Bulk 65-90% Chlorine Granular Calcium Hypochlorite | | Delivered in 1- ton super sacks on pallets | 200 | Tons | \$ | \$ |
| Subtotal for Water Reclamation Facility | | | | | | | \$ |
| Location: Northside Treatment Facility, 3850 North El Mirage Road, Avondale, Arizona 85323 | | | | | | | |
| 7. | Bulk 25% Sodium Hydroxide | | To be offloaded into a 3,500 gallon storage tank | 12,000 | Gallons | \$ | \$ |
| 8. | Bulk 35% Ferric Chloride | | To be offloaded into a 1,000 gallon storage tank | 2,700 | Gallons | \$ | \$ |
| Subtotal for Northside Treatment Facility | | | | | | | \$ |
| Total | | | | | | | \$ |

Vendor shall specify any item that has a minimum order for price or quantity:

Item _____ Minimum: _____

Company Name: _____

Authorized Signature: _____

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 15-016

[Licenses; DBE/WBE Status]

See following page.

LICENSE; DBE/WBE STATUS

Water Treatment Chemicals
PW 15-016

Attach a copy of your Business License* to your bid submittal.

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

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

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 15-016

[References]

See following page.

REFERENCES

Water Treatment Chemicals
PW 15-016

Provide the following information for three clients for whom Bidder has provided Services of **similar size and scope** within the past 36 months. ***These references will be checked.*** Please ensure all information is accurate and current. Failure to provide three accurate and suitable references will result in disqualification.

1. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____
Material Description: _____

2. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____
Material Description: _____

3. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract Initiation: _____
Date of Contract Expiration: _____
Final Contract Cost: _____
Material Description: _____

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 15-016

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 15-016

[Purchase Orders]

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

City of Avondale
 IFB PW 15-016 Water Treatment Chemicals
 Bid Opening Date: January 22, 2015
 Multiple Award-- Line Item by Line Item Award

| Item | Product Description | Annual Quantity | Unit | UNIVAR USA, INC | | HILL BROTHERS CHEMICAL CO. | | DPC ENTERPRISES L.P. | | PVS TECHNOLOGIES | | PENNCO INC. | | THATCHER COMPANY OF ARIZONA | F2 INDUSTRIES |
|---|--|-----------------|---------|-----------------|----------------|----------------------------|----------------|----------------------|----------------|------------------|----------------|----------------|----------------|-----------------------------|----------------|
| | | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | | |
| 1 | Bulk 38-40% Sodium Bisulfite | 110,000 | Gallons | 1.5930 | \$ 175,230.00 | 1.6700 | \$ 183,700.00 | No Bid | No Bid | No Bid | No Bid | | | Non-Responsive | Non-Responsive |
| 2 | Bulk 33% Sodium Hydroxide (Caustic Soda Solution)* | 7,500 | Gallons | 1.3500 | \$ 10,125.00 | 1.5700 | \$ 11,775.00 | 1.3460 | \$ 10,095.00 | No Bid | No Bid | | | | |
| 3 | Bulk 30% Hydrochloric Acid* | 1,000 | Gallons | No Bid | No Bid | 3.0800 | \$ 3,080.00 | No Bid | No Bid | No Bid | No Bid | | | | |
| 4 | Bulk 12% Sodium Hypochlorite (Liquid Bleach) | 350,000 | Gallons | 0.9530 | \$ 333,550.00 | 0.8550 | \$ 299,250.00 | 0.8380 | \$ 293,300.00 | No Bid | No Bid | Non-Responsive | | | |
| 5 | Bulk 35% Ferric Chloride* | 60,000 | Gallons | No Bid | No Bid | 2.0000 | \$ 120,000.00 | No Bid | No Bid | 2.0500 | \$ 123,000.00 | No Bid | No Bid | | |
| 6 | Bulk 65-90% Chlorine Granular Calcium* | 200 | Tons | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | | |
| 7 | Bulk 25% Sodium Hydroxide | 12,000 | Gallons | 1.0300 | \$ 12,360.00 | 1.5700 | \$ 18,840.00 | 1.0090 | \$ 12,108.00 | No Bid | No Bid | No Bid | No Bid | | |
| 8 | Bulk 35% Ferric Chloride | 2,700 | Gallons | No Bid | No Bid | 2.3300 | \$ 6,291.00 | No Bid | No Bid | 4.3000 | \$ 11,610.00 | No Bid | No Bid | | |
| Annual Total | | | | | | | | | | | | | | | |
| Submittal Requirements | | | | | | | | | | | | | | | |
| Bid Offer Sheet-Signed | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Bundle Bid or Line Item | | | | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item | Line Item |
| Complete IFB | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Price Sheet | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Incomplete | Yes | Incomplete | |
| License | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | |
| Complete References | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | |
| Vendor Specified Minimum Per Order Quantity | | | | None | None | None | None | None | Item 8 | 800 GL | Items 5 & 8 | 4,000 GL | None | N/A | |

Primary Award Low Bidder
 Secondary Award (Runner Up)

* Chemicals not being used in water reclamation processes at time of award.

Completed By: *L. Browning 2/5/2015*



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3240-315 Intergovernmental Agreement with ADOT for Intelligent Transportation System Project along Dysart Road

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of construction of the Dysart Road Fiber Optic project in the City's estimated cost share amount of \$125,741, authorize the transfer of \$45,000 from CIP Street Fund Line Item 304-1164-00-8420 to CIP Street Fund Line Item 304-1327-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 3, 2013, City Council approved Resolution 3115-613 – Intergovernmental Agreement with ADOT for the Design and Scoping of the Intelligent Transportation System (ITS) with ACS Controllers and CCTV Cameras. This IGA was for the design of an ITS project that will furnish and install fiber backbone starting at Rancho Santa Fe and ending at Indian School Road. The facility is to be located within existing City of Avondale rights-of-way. Eight (8) new traffic signal controllers and three (3) CCTV cameras will be installed at the Indian School Road, Thomas Road and McDowell Road intersections. The design component provided construction documents for the Project.

The City of Avondale applied for Federal Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for the Avondale ITS Dysart Road- Santa Fe Boulevard to Indian School Road project. MAG has programmed this Project for construction in FY2015. In order to receive federal funding for this construction component, an IGA is necessary.

DISCUSSION:

The purpose of the IGA is to designate the State as the City's authorized agent to obtain federal funds for the construction and installation of the ITS System with ACS controllers and CCTV cameras at the Indian School Road, Thomas Road, and McDowell Road intersections. Upon project completion, traffic signals along the Dysart Road corridor will be connected via fiber optic communications to the Traffic Operations Center (TOC). This will enable staff to efficiently and effectively diagnose and troubleshoot traffic signal issues from the TOC. With TOC upgrades, staff would have the capability to implement traffic signal timing changes and/or actively manage traffic flow on Dysart Road from Rancho Santa Fe Boulevard to Indian School Road.

The IGA proposes the following terms of agreement:

ADOT will be responsible to submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage. Proceed to administer construction, advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

The City will be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

BUDGET IMPACT:

The Project's estimated construction cost is \$634,320. The federal contribution is estimated to be \$508,579 and the City's cost share is estimated to be \$125,741 and any difference between the estimated and actual construction costs.

Funding in the amount of \$83,000 is available in CIP Street Fund Line Item 304-1327-00-8420, Dysart Rd ITS. Funding in the amount of \$45,000 is available in CIP Street Fund Line Item 304-1164-00-8420, Citywide Sidewalks/Streetlights and is proposed to be transferred to CIP Street Fund Line Item 304-1327-00-8420, Dysart Road ITS.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of construction of the Dysart Road Fiber Optic project in the City's estimated cost share amount of \$125,741, authorize the transfer of \$45,000 from CIP Street Fund Line Item 304-1164-00-8420 to CIP Street Fund Line Item 304-1327-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3240-315](#)

RESOLUTION NO. 3240-315

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE CONSTRUCTION AND INSTALLATION OF AN INTELLIGENT TRANSPORTATION SYSTEM ALONG DYSART ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the construction and installation of an Intelligent Transportation System along Dysart Road at the intersections of McDowell Road, Thomas Road and Indian School Road (the "Agreement") is hereby approved substantially in the form and substance 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 cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, March 2, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3240-315

[Agreement]

See following pages.

ADOT File No.: IGA/JPA 14-0004662-I
AG Contract No.: P0012014003965
Project: Procure, construct and Install
ITS components
Section: Avondale ITS Dysart Road
Santa Fe Blvd. to Indian School Road
Federal-aid No.: AVN-0(216)T
ADOT Project No.: SZ07901C
TIP/STIP No.: AVN15-461
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The purpose of this Agreement is to designate the State as the City's authorized agent to obtain federal funds for the construction and installation of the ITS System with ACS controllers and CCTV cameras at the Indian School, Thomas, and McDowell Roads intersections, herein referred to as the "Project".
 4. The Project consists of installing a fiber communications backbone on Dysart Road north of the I-10 from Rancho Santa Fe Boulevard. to Indian School Road. The Project includes, but is not limited to the installation and/or replacement of eight (8) new ASC controllers and three CCTV cameras at the Indian School Road, Thomas Road, and McDowell Road intersections. The State will advertise, bid, award and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for approval.
 5. The City, in order to obtain federal funds for the construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
-

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

7. The Parties shall perform their responsibilities consistent with this Agreement, change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ079 01C (construction)

| | |
|---|----------------------------|
| Federal-aid funds @ 94.3% | \$ 508,579.00 |
| City's match @ 5.7% | \$ 30,741.00 |
| City's Funding@100% | <u>\$ 95,000.00</u> |
| Total Estimated City Funds | \$125, 741.00 |
| Total Federal Funds | \$ 508,579.00 |
| TOTAL Estimated Project Construction Costs** | \$ 634,320.00 |

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the **City** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **City** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **\$125,741.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction costs.

c. Upon receipt of the City's's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and

request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

d. Upon FHWA authorization and with the aid of the City, proceed to administer construction, advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

f. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

g. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

h. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for the Project.

b. Upon execution of this Agreement, and within thirty (30) days of receipt of an invoice from the State, and prior to bid advertisement, pay, the City's Project construction costs, estimated at **\$125,741.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. Be responsible for any difference between the estimated and actual Project costs.

c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

d. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to

the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance; and coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

h. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement; the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims.* It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

The City of Avondale
Attn: Chris Hamilton, P.E.
11456 W. Civic Center Drive, Suite
#120
Avondale, Arizona 85323-6804
(623) 333-4200
(623) 333-0420 Fax

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
KENNETH N. WEISE
Mayor

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2015.

Andrew McGuire City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Proposed Amendment to Backflow and Pretreatment Codes

MEETING DATE:

3/2/2015

TO: Mayor and Council**FROM:** Cindy Blackmore, Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff will be providing an overview of a proposed amendment to the Avondale City Code, Chapter 24 Waters, Sewers and Sewage Disposal. The revisions pertain to the Backflow and Cross Connection Code, Article I, 21-1 through 21-15 and Pretreatment Code, Article III, Division III, Section 24-108.

BACKGROUND:

The purpose of the Backflow Code is to protect the public water supply from contamination or pollution by isolating within the user's system such contaminants or pollutants which could backflow into the public water supply and provide monitoring and enforcement of the program. The City's Backflow Code was adopted in 1994 in accordance with Arizona Administrative Code R15-4-215 and has not been revised since its inception.

The purpose of the Pretreatment Program is to set forth requirements for users of the City's sewer system and to prevent the introduction of pollutants and regulate disposal of industrial wastewater. The Pretreatment Program was originally adopted in 2010 and was revised in 2011 to adopt local limits on discharges into the city's sewer system.

This revision includes a rewrite and formatting of the entire Backflow Code. Additionally, there are minor changes incorporated in both codes to be consistent with the rest of the City's Municipal Code.

Finally, SB 1598, known as the regulatory bill of rights, was enacted in 2011 and institutes numerous requirements with which the City must comply in performing inspections. Both Codes were revised to be in compliance with this senate bill.

DISCUSSION:

The Backflow and Cross Connection Code revisions include the following:

1. Alphabetized the definitions section.
2. Added definitions for...
 1. Backflow prevention method
 2. Bypass
 3. Customer
3. Reformatted to be consistent with other codes.

4. Removed table of premises requiring devices, this requires us to attempt to list every use we may have in the City, instead we included a section on hazard potential and approved backflow prevention methods.
5. Listed approved types of backflow prevention devices in order by most restrictive.
6. Removed the section on the permit fees, these are established by the Development Services Department and should not be a part of this code.
7. Added a section on installation of backflow assemblies on fire lines.
8. Requires test reports be on Department approved forms, this is to allow for seamless uploading to our new software.
9. Expanded the Discontinuance of Service Section to address non-emergency, and emergency disconnections, if in case of an emergency no notification would be required.
10. Fire sprinkler system connection. Water service to a fire sprinkler system shall not be subject to disconnection...

Minor revisions were made to both codes including the following:

1. Remedies section adding Civil and Criminal penalties for continued non-compliance and fees as set forth in Section 1-9(c) and (d) of the City Code.
2. Debarment of a contractor from doing business with the City if they are in non-compliance with codes.

Both the Pretreatment and Backflow Codes were revised to address SB1598. Notably, the City must provide notice before inspecting, must present identification, state the purpose and authority for the inspection, and provide these rights in writing for the inspected party to sign and retain. The inspected party is allowed to have a representative accompany the City representative during the inspection. Inspection reports must comply with requirements set forth in the statute. Any deficiencies to be corrected also must follow this section. If an action is taken as result of the inspection, the City must provide monthly notice of the status of such action.

BUDGET IMPACT:

There is no direct budgetary impact. The Public Works Department Water Quality Division (501-9115-00)and Water Reclamation Facility (503-9230-00) Operations and Maintenance Budgets will continue to support these programs.

RECOMMENDATION:

For information and discussion, this item will be brought back with ordinances for action on March 16, 2015.

ATTACHMENTS:

Description

[Draft Code](#)

[Draft Ordinance - Chapter 24 Article I](#)

[Draft Ordinance - Chapter 24 Article III](#)

CITY OF AVONDALE

BACKFLOW PREVENTION AND

CROSS CONNECTION CONTROL CODE

Amended and Restated April 15, 2015

Article I – In General

- 24-1 Definitions.
- 24-2 Purpose.
- 24-3 Applicability.
- 24-4 Backflow Prevention Required.
- 24-5 Hazard Potential.
- 24-6 Backflow Prevention Methods; Approved.
- 24-7 Installation Requirements; Location.
- 24-8 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.
- 24-9 Inspection and Compliance Monitoring.
- 24-10 Testing; Repairs; Recordkeeping.
- 24-11 Disconnection of Water Service; Notice.
- 24-12 Remedies.
- 24-13 Affirmative Defense to Violations.
- 24-14 [Reserved]
- 24-15 [Reserved]

24-1 Definitions.

“Air Gap (AG)” is the unobstructed vertical distance through the free atmosphere between the opening of the pipe or faucet supplying potable water to a tank, plumbing fixture, or other device. An approved air gap shall be at least double the effective opening of the supply piping or faucet and in no case less than one (1) inch above the flood rim.

“Approved Backflow Prevention Assemblies” mean assemblies that have been manufactured in full conformance with the standards established by the American Water Works Association entitled: AWWA/ANSI C 510-2007 Standard for Double Check Valve Backflow Prevention Assembly and AWWA/ANSI C511-2007 Standard for Reduced-Pressure Backflow Prevention Assembly and have met completely the laboratory and field performance standard of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in Chapter 10 of the most current edition of the Manual of Cross-Connection Control (Standards of Backflow Prevention Assemblies).

“Backflow” is the undesirable reversal of flow of non-potable water or other substance through a cross-connection and into the piping of a public water system or consumer’s potable water system. There are two types of backflow: backpressure backflow and backsiphonage.

“Backflow prevention method” means an assembly or other means designed to prevent backflow.

“Backpressure backflow” is backflow caused by a downstream pressure that is greater than the upstream or supply pressure in a public water system or consumer’s potable water system. Backpressure (i.e., downstream pressure that is greater than the potable water supply pressure) can result from an increase in downstream pressure, a reduction in

the potable water supply pressure, or a combination of both. Increases in downstream pressure can be created by pumps, temperature increase in boilers, etc. Reductions in potable water supply pressure occurs whenever the amount of water being used exceeds the amount of water being supplied, such as during water line flushing, firefighting, or breaks in water mains.

“Backsiphonage” is backflow caused by a negative pressure (i.e., vacuum or partial vacuum) in a public water system or consumer’s potable water system. The effect is similar to drinking water through a straw. Backsiphonage can occur when there is a stoppage of water supply due to nearby firefighting, a break in a water main, etc.

“Bypass” means the intentional diversion of water from any portion of a Customer’s or unauthorized user’s connection to the City’s potable water.

“Certified Tester” is someone trained and certified through a certification program approved by the American Backflow Prevention Association with proper training in the most current edition Manual of Cross-Connection Control test procedures and approved by the City of Avondale.

“Contamination” means any condition, device or practice which, in the judgment of the Department, may create a danger to public’s health and well-being. This includes an impairment of the public water supply by the introduction or admission of any foreign substance that degrades the water quality and creates a health hazard.

“Cross connection” is any temporary or permanent connection between a public water system or consumers’ potable (i.e., drinking) water system and any source or system containing non-potable water or other substances. An example is the piping between a public water system or consumers’ potable water system and an auxiliary water system, cooling system, or irrigation system.

“Customer” means a person or entity with a valid City water account.

“Department” means the Avondale Public Works Department.

“Director” is the individual in charge of the Avondale Public Works Department and its daily operations or his authorized designee.

“Double Check Detector Assembly (DCDA or DDCVA)” means an assembly composed of a line-size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly.

“Double Check Valve Assembly (DCVA)” means an assembly composed of two independently acting, approved check valves, including tightly closing shutoff valves located at each end of the assembly and fitted with properly-located test cocks.

“Potable Water Supply” is raw or treated water that is considered safe to drink.

“Pressure Vacuum Breaker Assembly (PVB)” means an assembly containing an independently operating, loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shutoff valves located at each end of the assembly.

“Reduced-Pressure Assembly (RPA)” means an assembly containing two independently-acting, approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves, and below the first check valve. The assembly shall include properly located test cocks and tightly closing shutoff valves located at each end of the assembly.

“Reduced-Pressure Detector Assembly (RPDA)” means an assembly composed of a line-size approved reduced-pressure assembly with a bypass containing a specific water meter and an approved reduced-pressure assembly.

“Spill-resistant Pressure Vacuum Breaker (SVB)” means an assembly containing an independently operating, internally loaded check valve and independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with a properly located resilient seated test cock, properly located bleed/vent valve and tightly closing resilient seated shutoff valves located at each end of the assembly.

“Water Service Connection” is any direct connection to the City of Avondale potable water system.

24-2 Purpose.

The purpose of Avondale Backflow Prevention Program is to protect the public water supply from contamination or pollution by isolating within the Customer’s system such contaminants or pollutants which could backflow into the public water supply and to provide for the monitoring and enforcement of the program. This is accomplished by inspecting Water Service Connections to determine compliance with the City Code related to backflow, tracking the annual testing of privately-owned backflow prevention assemblies to ensure proper operation, and investigating water quality complaints and backflow incidents. The objectives of this Article are to:

- (a) Protect the public health, safety, and welfare through a cross-connection control and backflow prevention program intended to prevent the potential or actual occurrence where a backflow, backpressure condition, or cross connection within piping, or other portions of Customers’ potable water systems could allow the entry of contaminants or pollutants into the public water supply system.
- (b) Eliminate or control existing cross connections, actual or potential, at each water outlet from the Customer’s service line.

- (c) Provide a continuing inspection program of backflow prevention methods that will systematically and effectively control all actual or potential cross connections that may be installed in the future.
- (d) Provide standards on the proper types and usage of backflow prevention methods.
- (e) Set forth the respective responsibilities of the Customer and the Director.
- (f) Supplement applicable regulations set forth by the Environmental Protection Agency and Arizona Department of Environmental Quality pertaining to cross-connection control and backflow prevention in a manner consistent with such regulations.

24-3 Applicability.

- (a) The provisions of this Article shall apply to all new and existing Customers.
- (b) Backflow prevention assemblies installed prior to enactment of this Article that do not comply with the requirements set forth in this Article shall be replaced with Approved Backflow Prevention Assemblies.

24-4 Backflow Prevention Required.

- (a) An approved backflow prevention method shall be utilized or installed at every Water Service Connection to a Customer's water system when the Director determines the potable water supplied by the public potable water system may be subject to contamination, pollution, or other deterioration in sanitary quality by conditions within the Customer's water system.
- (b) The backflow prevention method to be utilized or installed shall be determined by the Department. The method required by the Department shall be sufficient to protect against the potential degree of hazard, as determined by the Department, to the public Potable Water Supply from the Customer's water system.

24-5 Hazard Potential.

The degrees of hazard potential to the public Potable Water Supply and system from a Customer's water supply system shall be determined using the following hazard factors:

- (a) Health: Any condition, device or practice which, in the judgment of the Director, may create a danger to the health and well-being of the potable water consumers.
- (b) Plumbing: A plumbing type cross-connection that is not properly protected by an approved backflow prevention method.
- (c) Pollution: An actual or potential threat to the physical facilities of the public Potable Water Supply system or to the public Potable Water Supply which,

although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances.

- (d) System: An actual or potential threat that may cause severe damage to the physical facilities of the public Potable Water Supply system or which may have a protracted effect on the quality of the potable water in the system.

24-6 Backflow Prevention Methods; Approved.

- (a) The activities conducted on premises shall determine the required backflow prevention method. If multiple activities are conducted on the same premises, the most restrictive backflow prevention method required for any of the activities conducted on the premises shall be required to be installed at each Water Service Connection.
- (b) The following are the backflow prevention methods approved by the Department in order of most restrictive to least restrictive:
 - (1) An Air Gap is required when hazardous activities are conducted and served by the same Water Service Connection or multiple Water Service Connections.
 - (2) A Reduced-Pressure Assembly is required at all direct connections to the public potable water supply for domestic use as close to the meter as feasible.
 - (3) A Reduced-Pressure Detector Assembly is required on all fire systems that use chemical additives for fire suppression.
 - (4) A Double Check Valve Assembly is required on all fire systems supplying water only to fire sprinkler systems.
- (c) Other Approved Backflow Prevention Assemblies may be used when demonstrated that they are equal in performance to the backflow prevention methods set forth above, as reviewed and approved by the Director.
- (d) The Department shall maintain a list of Approved Backflow Prevention Assemblies, by type and manufacturer. The list shall be furnished to any Customer required to install a backflow prevention assembly.

24-7 Installation Requirements; Location.

- (a) Only Approved Backflow Prevention Assemblies may be installed and only upon receipt of the necessary City backflow permit.
- (b) An Approved Backflow Prevention Assembly shall be installed by the Customer, at the Customer's expense and in compliance with the standards and

specifications adopted by the City, as close to the Water Service Connection as possible.

- (c) The assembly shall be in an accessible location approved by the Department. A Reduced-Pressure Assembly and a Pressure Vacuum Breaker Assembly shall be installed above grade level between twelve (12) and twenty-four (24) inches. A Double Check Valve Assembly may be installed, at the Customer's option, below ground in a vault that meets standards and specifications established by the City.
- (d) The assembly shall have a diameter at least equal to the diameter of the Water Service Connection.
- (e) When a Customer desires a continuous water supply, two (2) or more backflow prevention assemblies shall be installed parallel to one another at the Water Service Connection to allow a continuous water supply during testing of the backflow prevention assemblies. When backflow prevention assemblies are installed parallel to one another, the sum of the areas of the diameters of the assemblies shall be at least equal to the area of the diameter of the Water Service Connection.
- (f) Following the installation of any assembly, the Customer must have an initial test on the assembly and have it inspected by the Department before the certificate of occupancy can be issued.
- (g) All assemblies shall be equipped with gate valves on both the upstream and downstream side of the assembly. In addition, test cocks shall be provided so that test equipment may be connected to the assembly at such points that the pressure in each pressure zone may be detected.
- (h) Except as provided in subsection 24-13(b) below, it shall be unlawful, and punishable as a misdemeanor as set forth in section 1-9(c) of the City Code, to bypass a backflow prevention method.

24-8 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.

- (a) When a backflow prevention assembly is required for a Water Service Connection supplying water only to a fire sprinkler system, the assembly shall be installed at the Water Service Connection in compliance with the standards and specifications adopted by the City.
- (b) If the Chief of the City of Avondale Fire Department, or his designee, determines that a fire sprinkler system shall have a continuous water supply that may not be interrupted during testing of the backflow prevention assembly, the Customer shall install, at his expense, two (2) backflow prevention assemblies parallel to one another at the Water Service Connection. The diameter of each assembly shall be at least equal to the diameter of the Water Service Connection.

- (c) Modifications of an existing Water Service Connection supplying water solely to a fire sprinkler system shall require the entire system to comply with the standards and specifications adopted by the City.

24-9 Inspection and Compliance Monitoring.

- (a) Upon providing the notice, identification and disclosures as required by state law to be provided on or before the initiation of the inspection (unless a different time frame is established by ARIZ. REV. STAT. § 9-833, as amended), City representatives may enter the facilities of any Customer to ascertain that the Customer is complying with all provisions of this Article. Customers shall allow the City access to all parts of its premises (1) at all reasonable times for the purposes of inspection, records examination and copying, and the performance of any additional duties and (2) in all emergencies to determine whether cross connections or sanitary hazards, including but not limited to violations of this Article, exist. Customers may elect to have a representative accompany the City representative during the inspection, except during confidential interviews. The inspection shall be in accordance with state law.
- (b) Where a Customer has security measures in force which require proper identification and clearance before entry onto its premises, the Customer shall make necessary arrangements with its security personnel so that, upon presentation of City identification, the City representatives will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (c) City representatives may set upon the Customer's property, or require installation of, such devices as are necessary to protect the City.

24-10 Testing; Repairs; Recordkeeping.

- (a) At the Customer's expense, the Customer shall cause its backflow prevention assemblies to be tested and serviced at least once a year by a Certified Tester. If the testing reveals the assembly to be defective or in unsatisfactory operating condition, the Customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition, and retest until assembly passes.
- (b) If the Department or Customer learns or discovers, during the period between tests, that an assembly is defective or in unsatisfactory operating condition, the Customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.
- (c) The annual testing shall be performed by a Certified Tester. A list of Certified Testers will be maintained by the Department and will be made available upon request to all Customers required to install or maintain a backflow prevention assembly.

- (d) The Customer shall maintain records of the results of all tests and all servicing, repairs, overhauls or replacements of the backflow prevention assembly. The records shall be on forms approved by the Department and shall include the list of materials or replacement parts used. The Customer shall submit a copy of the records to the Department within seven (7) days after completion of the activity for which the record is made.

24-11 Disconnection of Water Service; Notice.

- (a) Non-emergency disconnection. If the Department discovers that a Customer has not installed a required backflow prevention method or that a backflow prevention method has been improperly tested or maintained, bypassed or removed, or that an unprotected cross-connection exists in the Customer's water system, the water service to that Water Service Connection shall be disconnected if the situation is not remedied within twenty (20) days after the receipt of notice provided by the Department. Service shall not be restored until the conditions are remedied.
- (b) Notice of disconnection. Prior to disconnecting any water service because of a condition set forth in subsection (a) above, the Department shall provide notice to the Customer describing the condition. The notice also may contain other requirements to address the noncompliance, including additional onsite inspections and management practices designed to minimize the possibility of a cross connection to the City's potable water system. Service of the notice may be accomplished and will be deemed proper and complete by any of the methods set forth in section 1-9 of the City Code.
- (c) Fire sprinkler system connection. Water service to a fire sprinkler system shall not be subject to disconnection under this Section. If a situation that would otherwise result in discontinuance of water service in Subsection (a) above is not remedied within twenty (20) days after receipt of notice, the Customer or unauthorized user of the system shall be guilty of a class one misdemeanor, punishable as set forth in section 1-9(c) of the City Code. Each day the situation is allowed to continue thereafter shall constitute a separate violation of this section.
- (d) Emergency disconnection. The Department may disconnect, without notice, water service to any Customer when the Department discovers that the Customer's water system is contaminating the public Potable Water Supply or is threatened to interfere with the operation of the City's potable water system.

24-12 Remedies.

- (a) Civil penalty. Unless specified otherwise, any person violating any provisions of this Article shall be subject to the civil penalty scheme in section 1-9(d) of the City Code, with a civil penalty of not less than one thousand dollars (\$1,000.00) or more than twenty-five thousand dollars (\$25,000.00) per violation, per day.
- (b) Criminal penalty. It shall be unlawful and punishable as a misdemeanor as set forth in section 1-9(c) of the City Code for any person to (1) willfully or

negligently violate any provision of this Article, or order issued hereunder, or any other applicable federal, state, or local standard or requirement, (2) willfully or negligently introduce any substance into the City's potable water system that causes personal injury or property damage or (3) knowingly make any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Article, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article.

- (c) Cost recovery assessment. When the Director finds that any person has violated, or continues to violate, any provision of this Article, or Arizona Administrative Code, Title 18 (Environmental Quality), Chapter 4 (Department of Environmental Quality Safe Drinking Water), or any other cross-connection standard or requirement under the provisions of the Safe Drinking Water Act of 1974, as amended, and the City incurs costs associated with said noncompliance, the Director may assess such person an amount not to exceed said costs. City costs may include without limitation operations and maintenance costs, including labor and overhead, equipment cost, and penalties and fines assessed on the City, plus the expense, loss, damage, cost of inspection, or cost of correction incurred by the City by reason of such noncompliance, including any expenses or reasonable attorneys' fees incurred by the City in collecting from such person any penalty, fine, loss, damage, expense, cost of inspection, or cost of correction.
- (d) Penalties for late records. A penalty in a sum not to exceed the base fine for a civil penalty as set forth in section 1-9(d) of the City Code shall be assessed on any Customer for each day that a record required by this Article, a permit or order issued hereunder is late, beginning five (5) days after the date the report or record is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.
- (e) Payment of outstanding fees and penalties. The Director may refuse to restore water service to any Customer who has failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of this Article or order issued hereunder.
- (f) Public nuisances. A violation of any order issued hereunder is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any person creating a public nuisance shall be subject to the provisions of section 15-6 of the City Code governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.
- (g) Contractor listing. Customers that have not achieved compliance with applicable standards and requirements shall constitute grounds for termination of an existing contract with the Customer and debarment of the Customer from doing any further business with the City as set forth in the City Code.

- (h) Remedies nonexclusive. The provisions in sections 24-11 through 24-12 of this Article are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a noncompliant Customer or unauthorized user. However, the City reserves the right to take other action against any Customer or unauthorized user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any noncompliant Customer or unauthorized user. These actions may be taken concurrently.

24-13 Affirmative Defenses to Violations.

- (a) Upset.
 - (1) For the purpose of this section, “upset” means an exceptional incident in which there is unintentional and temporary noncompliance with this Article because of factors beyond the reasonable control of the Customer. An upset does not include noncompliance to the extent caused by operational error, lack of preventive maintenance, or careless or improper operation.
 - (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable cross-connection standards if the requirements of subsection (3) below are met.
 - (3) A Customer who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (A) An upset occurred and the Customer can identify the cause(s) of the upset;
 - (B) The facility was at the time being operated in a prudent and workman-like manner and in accordance with applicable operation and maintenance procedures; and
 - (C) The Customer has submitted the following information to the City within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - (i) A description of the indirect connection and cause of noncompliance;
 - (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - (4) In any enforcement proceeding, the Customer seeking to establish the occurrence of an upset shall have the burden of proof.
 - (5) A Customer shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with cross-connection standards.
 - (6) The Customer shall control connections to the extent necessary to maintain compliance with cross-connection standards upon reduction, loss, or failure of its backflow prevention method until the backflow prevention method is restored or an alternative method of protection is provided. This requirement applies in the situation where, among other things, the primary source to the potable water facility is reduced, lost, or fails.
- (b) Bypass.
- (1) For the purposes of this section, “severe property damage” means substantial physical damage to property, damage to the potable water facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the presence of a bypass.
 - (2) Bypass is prohibited unless:
 - (A) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary equipment, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.

24-14—24-15 Reserved.

ORDINANCE NO. ___-315

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE I, IN GENERAL AND ADOPTING BY REFERENCE THE “CITY OF AVONDALE BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL CODE, AMENDED AND RESTATED APRIL 15, 2015”; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That certain document known as the “City of Avondale Backflow Prevention and Cross Connection Control Code, Amended and Restated April 15, 2015” (the “Restated Backflow Code”), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. ___-315 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article I (In General), is hereby deleted in its entirety and replaced by the Restated Backflow Code, which shall be inserted into the Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), as a new Article I (In General).

SECTION 3. Unless specified otherwise in the Restated Backflow Code, any person violating any provisions of this Restated Backflow Code shall be subject to the civil penalty scheme in section 1-9(d) of the City Code, with a civil penalty of not less than one thousand dollars (\$1,000.00) or more than twenty-five thousand dollars (\$25,000.00) per violation, per day.

SECTION 4. A person may be held criminally liable, punishable as a misdemeanor as set forth in section 1-9(c) of the City Code if a person:

- A. Willfully or negligently violates any provision of the Restated Backflow Code, or order issued pursuant to the Restated Backflow Code, or any other applicable federal, state, or local standard or requirement;
- B. Willfully or negligently introduces any substance into the City’s potable water system that causes personal injury or property damage; or

- C. Knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to the Restated Backflow Code, or order issued pursuant to the Restated Backflow Code, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under the Restated Backflow Code.

SECTION 5. A penalty in a sum not to exceed the base fine for a civil penalty as set forth in section 1-9(d) of the City Code shall be assessed on any Customer (as defined in the Restated Backflow Code) for each day that a record required by the Restated Backflow Code, a permit or order issued pursuant to the Restated Backflow Code is late, beginning five days after the date the report or record is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.

SECTION 6. This Ordinance shall become effective at 12:01 a.m. on April 15, 2015, if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Restated Backflow Code adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ORDINANCE NO. ___-315

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 3, PRETREATMENT, RELATING TO INSPECTIONS AND SUPPLEMENTAL ENFORCEMENT ACTIONS

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

SECTION 1. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 3 (Pretreatment), Section 24-108 (Inspection and Compliance Monitoring) is hereby amended as follows:

(a) Right of entry; access; unreasonable delay.

(1) UPON PROVIDING THE NOTICE, IDENTIFICATION AND DISCLOSURES AS REQUIRED BY STATE LAW TO BE PROVIDED ON OR BEFORE THE INITIATION OF THE INSPECTION (UNLESS A DIFFERENT TIME FRAME IS ESTABLISHED BY ARIZ. REV. STAT. § 9-833, AS AMENDED), the director shall have the right to enter the facilities of any user to ascertain whether the provisions of these rules, and any discharge permit or order issued hereunder, are being met and whether the user is complying with all requirements thereof. Users shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. USERS MAY ELECT TO HAVE A REPRESENTATIVE ACCOMPANY THE CITY REPRESENTATIVE DURING THE INSPECTION, EXCEPT DURING CONFIDENTIAL INTERVIEWS. THE INSPECTION SHALL BE IN ACCORDANCE WITH STATE LAW.

...

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 3 (Pretreatment), Section 24-113 (Supplemental Enforcement Action) is hereby amended as follows:

(a) Penalties for late reports. A penalty in a sum not to exceed THE BASE FINE FOR A CIVIL PENALTY AS SET FORTH IN SECTION 1-9(D) OF THE CITY CODE

~~a value determined by the director to be necessary to achieve consistent compliance shall be assessed to any user for each day that a report required by this article, a permit or order issued hereunder is late, beginning five days after the date the report is due. Higher penalties may also be assessed where reports are more than thirty (30) days late. Actions taken by the director to collect late reporting penalties shall not limit the director's authority to initiate other enforcement actions that may include penalties for late reporting violations.~~

...

(g) Contractor listing. Users which have not achieved compliance with applicable pretreatment standards and requirements SHALL CONSTITUTE GROUNDS FOR TERMINATION OF AN EXISTING CONTRACT WITH THE USER AND DEBARMENT OF THE USER FROM DOING ANY FURTHER BUSINESS WITH THE CITY AS SET FORTH IN THE CITY CODE. ~~are not eligible to receive a contractual award for the sale of goods or services to the city. Existing contracts for the sale of goods or services to the city held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the director.~~

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney