



NOTICE OF REGULAR MEETING FOUNTAIN HILLS TOWN COUNCIL

Mayor Ginny Dickey

Vice Mayor Art Tolis

Councilmember Dennis Brown

Councilmember Sherry Leckrone

Councilmember Alan Magazine

Councilmember Mike Scharnow

Councilmember David Spelich

TIME: 5:30 P.M. – REGULAR MEETING

WHEN: TUESDAY, JUNE 18, 2019

WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS

16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ

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

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

REQUEST TO COMMENT

The public is welcome to participate in Council meetings.

TO SPEAK TO AN AGENDA ITEM, please complete a *Request to Comment* card, located in the back of the Council Chambers, and hand it to the Town Clerk prior to discussion of that item, if possible. Include the **agenda item** on which you wish to comment. Speakers will be allowed three contiguous minutes to address the Council. Verbal comments should be directed through the Presiding Officer and not to individual Councilmembers.

TO COMMENT ON AN AGENDA ITEM IN WRITING ONLY, please complete a *Request to Comment* card, indicating it is a written comment, and check the box on whether you are FOR or AGAINST an agenda item, and hand it to the Town Clerk prior to discussion, if possible.

REGULAR MEETING

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Town Council and to the general public that, at this regular meeting, the Town Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Ginny Dickey
2. **INVOCATION** – Pastor Trent Renner, Christ's Church of Fountain Hills
3. **ROLL CALL** – Mayor Ginny Dickey

4. **REPORTS BY MAYOR, COUNCILMEMBERS AND TOWN MANAGER**

5. **PRESENTATIONS**

- A. PRESENTATION by Captain Larry Kratzer, MCSO, with monthly update.
- B. PRESENTATION by McDowell Mountain Preservation Commission.

6. **CALL TO THE PUBLIC**

Pursuant to A.R.S. 38-431.01(H), public comment is permitted (not required) on matters NOT listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual councilmembers may (i) respond to criticism, (ii) ask staff to review a matter, or (iii) ask that the matter be placed on a future Council agenda.

7. **CONSENT AGENDA ITEMS**

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

- A. CONSIDERATION OF authorizing staff to apply for the "Diamonds Back" Youth Field Building Grant for ballfield reconstruction at Four Peaks Park.
- B. CONSIDERATION OF a budget transfer from Economic Development to Tourism in the amount of \$3,500 to provide funding for grant G5202.
- C. CONSIDERATION OF approving Professional Service Agreement #2019-077 with Fountain View Village to prepare meals for the Home Delivered Meals program in the amount not to exceed \$30,000 annually.
- D. CONSIDERATION OF Resolution 2019-36 approving the designation of Chief Fiscal Officer of the Town of Fountain Hills.
- E. CONSIDERATION OF Resolution 2019-37 approving the uniform video service licensing application and permit.
- F. CONSIDERATION OF Resolution 2019-02 abandoning a portion of the El Lago Blvd. Service Road right-of-way and abandoning the adjacent "No Vehicular Access" restriction.

8. REGULAR AGENDA

- A. CONSIDERATION OF authorizing the Arizona Dark Sky Discovery Center to be located in the Northwest corner of the Community Garden, which is near the Centennial Plaza area previously authorized by the Town Council.
- B. CONSIDERATION OF Resolution 2019-25 levying upon the assessed valuation of the property within the Town of Fountain Hills subject to ad valorem taxation, a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, specifically for the purpose of paying principal and interest upon bonded indebtedness; all for the fiscal year beginning July 1, 2019, and ending June 30, 2020.
- C. PUBLIC HEARING AND CONSIDERATION OF a request for the second six-month extension to the approved Special Use Permit #SU2018-01 to allow Verizon Wireless to install a cellular antenna with associated roof-mounted equipment to be 2-feet 4-inches above the maximum allowed height of 54-feet at 16845 E. Avenue of the Fountains.
- D. CONSIDERATION OF approving the First Amendment to Cooperative Purchase Agreement C2018-077 with Infrastructure Management Services, LLC (IMS) in the amount of \$44,500.00 for pavement data collection utilizing "Lucity PMS" software, degradation analysis, bond analysis and preparation for the future pavement management program.
- E. CONSIDERATION OF approving Cooperative Purchase Agreement C2019-095 between the Town of Fountain Hills and Interwest Safety Supply, with the option of two (2) one-year terms to provide signs and hardware, in the amount not to exceed \$119,823.17.
- F. CONSIDERATION OF authorizing the Town Manager to secure a contract with a firm to represent and lobby on behalf of the Town of Fountain Hills relating to the possibility of the FAA changing Phoenix Sky Harbor Airport flight paths.
- G. CONSIDERATION OF authorizing the Town Manager to apply for a matching grant of up to \$75,000 through the National Endowment for the Arts' Our Town program for the purpose of supporting potential enhancements to, and an event related to, a celebration of the 50th anniversary of the fountain.

9. COUNCIL DISCUSSION/DIRECTION to the TOWN MANAGER

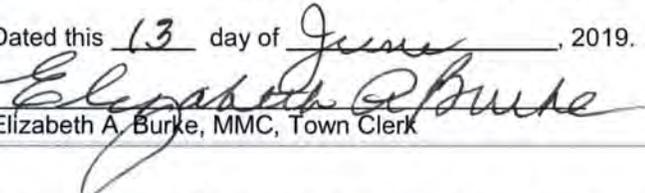
Item(s) listed below are related only to the propriety of (i) placing such item (s) on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council:

10. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at 9:00 a.m. p.m. in accordance with the statement filed by the Town Council with the Town Clerk.

Dated this 13 day of June, 2019.


Elizabeth A. Burke, MMC, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 480-816-5100 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in the meeting or to obtain agenda information in large print format. Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's Office.



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

Staff Contact Information: Rachael Goodwin

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF authorizing staff to apply for the "DIAMONDS BACK" YOUTH FIELD BUILDING GRANT for ball field reconstruction at Four Peaks Park.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location: Four Peaks Park, 14827 N Del Cambre Ave, Fountain Hills, AZ 85268

Related Ordinance, Policy or Guiding Principle: Town of Fountain Hills Municipal Sponsorships and Naming Rights Policy

Staff Summary (background): Renovations for Four Peaks Park have been budgeted within the Capital Improvement Projects for FY19/20. However, these improvements do not include funding to renovate the existing ball fields within the park. In an effort to expand this project and include the ball fields, outside funding will be required. The Arizona Diamondbacks Foundation, a non-profit extension of the Major League Baseball club, works within Arizona communities to restore and build ball fields throughout the state. This annual grant program, known as the "Diamonds Back" Youth Field grant, is one potential option to expand restoration efforts in Four Peaks Park.

This grant opportunity does not require matching funds, as it is based on need and project concepts. No funding from the Town is required if this grant is awarded. The foundation, along with industry partners such as SRP and Musco, facilitate the entire project including construction solicitation, financial management, etc.

The grant application is due July 31, 2019, and the applicant is notified of the foundation award status before December 1, 2019.

Risk Analysis (options or alternatives with implications):

Fiscal Impact (initial and ongoing costs; budget status): Ongoing maintenance and upkeep of the ball fields would be required to preserve the longevity of this project.

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: No

Recommendation(s) by Board(s) or Commission(s): This grant application is recommended for approval by the Community Services Advisory Commission.

Staff Recommendation(s):

List Attachment(s): Four Peaks Map, Grant application

SUGGESTED MOTION (for Council use): Move to approve a Grant Application Request for staff to apply for and accept the "Diamonds Back" Youth Field Building Grant and take any and all steps necessary if awarded.

Prepared by:



Jamie Salentine, Executive Assistant 6/4/2019

Approved:



Grady E. Miller, Town Manager 6/4/2019

Director's Approval:

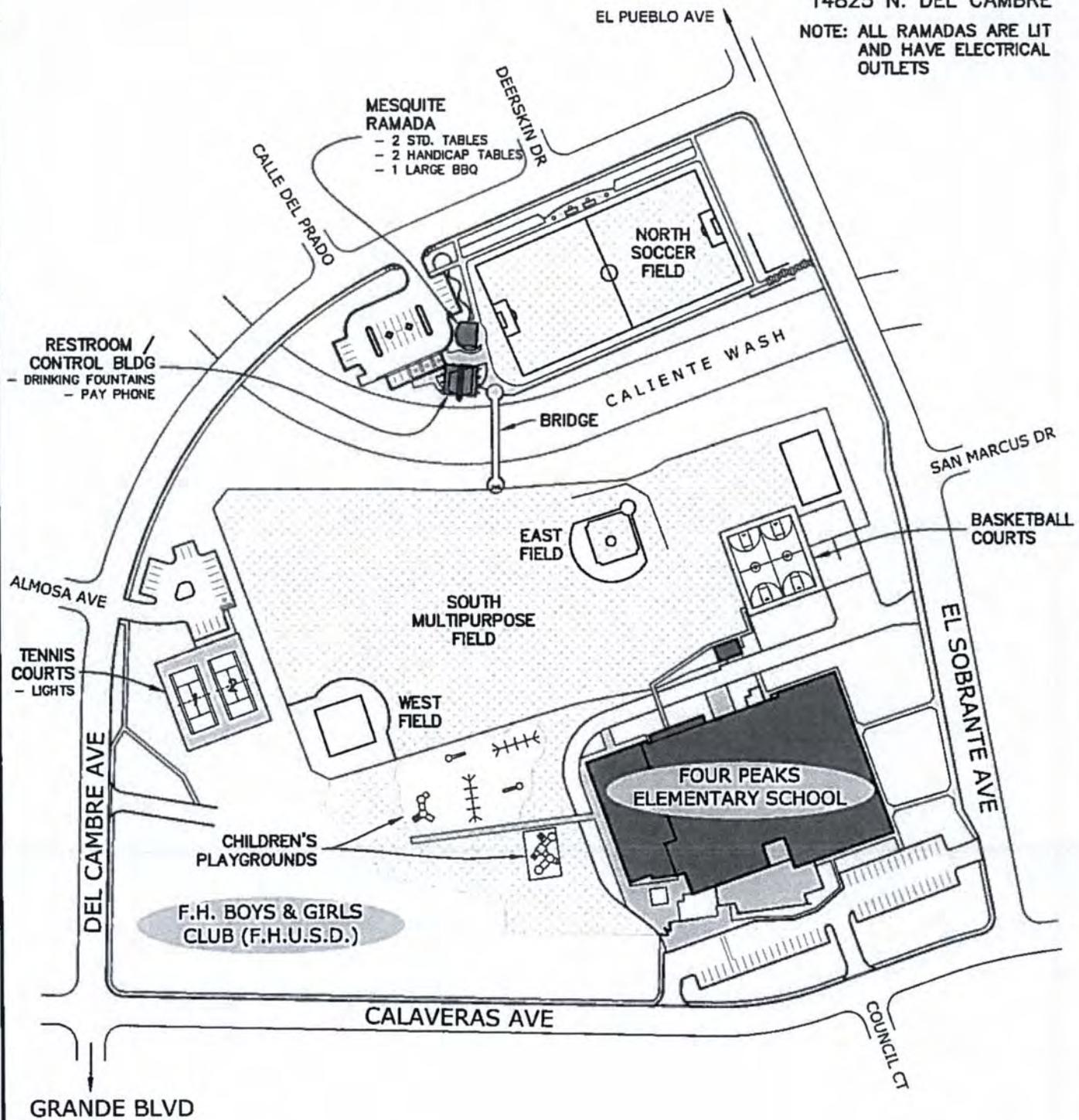


Rachael Goodwin, Community Services Director 6/4/2019

FOUR PEAKS NEIGHBORHOOD PARK

14825 N. DEL CAMBRE

NOTE: ALL RAMADAS ARE LIT AND HAVE ELECTRICAL OUTLETS



GRANDE BLVD





Dear Applicant:

The Arizona Diamondbacks Foundation prioritizes three areas of need in our state —homelessness and low-income housing; indigent health care and youth development. Within youth development, sports and particularly baseball and softball are of significant interest to the foundation. Therefore, the Arizona Diamondbacks Foundation has introduced a category of funding specific to youth baseball and softball called the “D-backs Give Back” - Youth Baseball Fund.

One major aspect of this Fund is the “Diamonds Back” Youth Field program, which builds or renovates a signature field each year, with matching funds from APS and a contribution from a D-backs player. The demand for quality youth baseball and softball fields is growing throughout our community. Together with APS, we want to do our part to provide these fields and encourage participation in our great game.

A panel of the Arizona Diamondbacks Foundation Board of Directors, the Executive Director of the Diamondbacks Foundation, Arizona Diamondbacks staff and APS staff will review grant applications. Each year, one organization will be chosen as a recipient of a “Diamonds Back” youth field.

The deadline for the “Diamonds Back” Youth Field Building grant application is July 31 of each calendar year. Grants must be postmarked or received in our offices on or before July 31st. Grants will be awarded prior to December 1 of the same year.

Thank you for considering the Arizona Diamondbacks Foundation. We hope we can assist you in your worthwhile endeavors for youth baseball and softball. If you have any questions, you can call me at (602) 462-6522.

Sincerely,

Jeff Jacobs
Director, Financial Management

Guidelines for Grant Applicants

- It is preferred that applications are typed. Legibly handwritten applications are also acceptable. Please utilize the allowable space on the following form or an identical format.
- Applications should be mailed to: Arizona Diamondbacks Foundation Field Building, 401 E. Jefferson Street, Phoenix, AZ 85004; Attention Jeff Jacobs.
- Applications must be exempt under Section 501 (c)(3) of the Internal Revenue Code, or other comparable tax exempt status.
- Applicant field location must serve Arizona youth.
- Application should be for field construction/refurbishment, not for land acquisition, design fees, permits, labor or other expenses related to a project. Requests for purposes of debt retirement or operational deficits will not be considered.
- Grant application requires the endorsement or participation of the land owner (i.e. Parks and Recreation Department; School District, etc.).
- Special consideration will be given to matching funds or “sweat equity” effort initiated by the local youth baseball/softball organization.

“Diamonds Back” Youth Field Building Application

Application Date: _____

Applicant Program/Organization: _____

Contact Name: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Address: _____

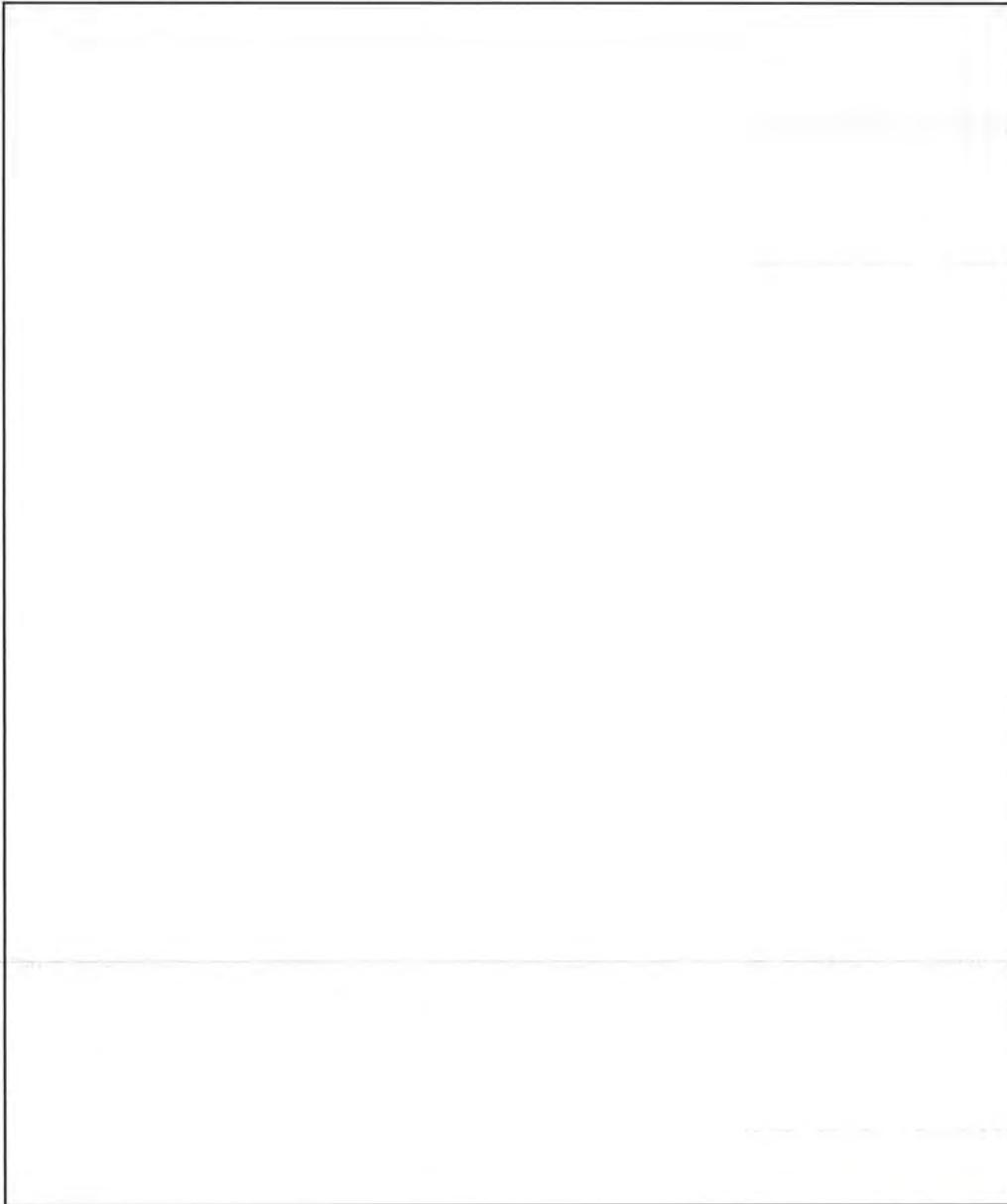
Non-profit status and number: _____

1. This grant request is for the following purpose: (choose one)

New Field/Facility Construction New/Replacement Lighting Other

2. Please provide a brief description of your proposed project (new build or renovation), the current condition of the field (if applicable), and list the specific needs for this field.

3. Organizational background: Provide a brief description of your organization/league and describe the constituency it serves. Include any partnering entities and their roles.

A large, empty rectangular box with a thin black border, intended for the user to provide a brief description of their organization/league, its constituency, and any partnering entities and their roles.

4. Demographics: Describe the socio-economic nature of the neighborhood location and what impact this field will have on the community.

5. Usage: Who uses this field? (Leagues, organizations? Who determines usage?)

6. How many children use this field?

7. Location: Give directions/major crossroads.

8. Is this an existing field, or a brand new site? _____

9. Type, size of field: (ie. Little League, Softball, Regulation) _____

10. Owner of field: (ie. Individual, City, County, Church, League)

Owner Contact: _____ Phone Number: _____

11. Who will maintain the field? Is maintenance budgeted?

12. In addition to the proposed site, are there any other baseball/softball fields currently serving this league/community? (Please list with names and locations)

13. What improvements have been done and by whom? When?

14. What other funding have you applied for?

15. What other funding have you secured?

16. What type of in-kind donations (labor, equipment, materials) has/can your organization secure(d)?

17. What is the timetable for this project?

18. Additional Narrative: What other conditions or circumstances, additional information can you give to support your application? (Please use space available).

Please attach any photos, plans, budget projections, estimates, pledges etc. for this project.

Please submit this application to: The Arizona Diamondbacks Foundation
Attn: Jeff Jacobs
401 East Jefferson Street
Phoenix, AZ 85004



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Administration

Staff Contact Information: David Pock, Finance Director, 480-816-5162; dpock@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF one BUDGET TRANSFER from Economic Development to Tourism in the amount of \$3,500 to provide funding for grant G5202.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): Tourism received a Prop 202 grant from Salt River Pima-Maricopa Indian Community in the amount of \$25,000. Due to other funding requirements, Tourism is unable to expend all of this grant without a budget transfer and would have to return the unspent funds.

Risk Analysis (options or alternatives with implications): Without this budget transfer, Tourism would be unable to spend the entire grant award.

Fiscal Impact (initial and ongoing costs; budget status): \$3,500.00

Budget Reference (page number): p. 301

Funding Source: Multiple Funds

If Multiple Funds utilized, list here: Economic Development & Tourism

Budgeted; if No, attach Budget Adjustment Form: No

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

Staff Recommendation(s): Recommend approval.

List Attachment(s): Budget Transfer Form

SUGGESTED MOTION (for Council use): Move to approve the budget transfer.

Prepared by:

NA Date

Director's Approval:



Craig Rudolph, Finance Director Date
DAVID POCH

Approved:



Grady E. Miller, Town Manager 6/4/2019



TOWN OF FOUNTAIN HILLS

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

05/23/2019 09:04
BBogdan

TOWN OF FOUNTAIN HILLS BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2019	11	123	05/23/2019		BUA G5202 XFR	1	8		
1	DEDAD 6426		ECON DEVELOP-ADMIN	MARKETING		62,434.00	-3,500.00	58,934.00	
	310-10-10-107-100-0106-6426-			TRANSFER TO G5202		05/23/2019			
2	TOURAD 6904	G5202	TOURISM ADMINISTRATION	TRANSFER OUT		13,500.00	3,500.00	17,000.00	
	320-50-50-506-100-0106-6904-G5202			TRANSFER FROM ED		05/23/2019			
				** JOURNAL TOTAL			0.00		2

MAYOR

DATE



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Community Services

Staff Contact Information: Jennifer Lyons, Senior Services Supervisor, 480 816-5186, jlyons@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving Professional Service Agreement #2019-077 with Fountain View Village to prepare meals for the Home Delivered Meals program in the amount not to exceed \$150,000 over the 5 year agreement.

Applicant: N/A

Applicant Contact Information: N/A

Owner: N/A

Owner Contact Information: N/A

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): There are a number of elderly or disabled residents in need of meals for varying lengths of time, depending on whether they are recovering from surgery or an illness or have a chronic disease that is disabling. These residents generally cannot prepare nutritious meals for themselves for various reasons. The Home Delivered Meals program provides a noon-day hot meal for those in need of meal assistance and is the only program in Town that provides this type of service to the homebound in our community. Approximately 265 meals a month are delivered with the assistance of over 150 volunteers.

A request for proposals (RFP) was issued for the Home Delivered Meals program and Fountain View Village was the only vendor to submit a proposal, but the proposal was incomplete, so the RFP was determined to be "unresponsive". Fountain View Village has prepared the meals for the Home Delivered Meals program for the past 18 years and they have agreed to reduce the cost of the meals from the current \$7.50 to \$6.50 until June 30, 2022 without any reduction in portion size or content of meals. The reduction in cost will allow the Town to lower the customer cost of the meals from \$7.00 per meal to \$6.50 per meal, making the meals even more affordable for our self-pay clients and the program will not need to rely on Senior Services, Inc. (SSI) to provide a \$.50 per meal subsidy.

There is no other provider that could prepare the quantity of meals seven days a week, including holidays, or provide the special meal categories (Regular, Diabetic, Vegetarian, No Fish/Seafood, Cut-up, Low Sodium, Mechanical, etc.) required for this program.

Risk Analysis (options or alternatives with implications): N/A

Fiscal Impact (initial and ongoing costs; budget status): \$30,000

Budget Reference (page number): 256

Funding Source: General Fund

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff is recommending approval of the Fountain View Village contract for preparation of meals for the Home Delivered Meals Program.

List Attachment(s): Contract for Professional Services Agreement

SUGGESTED MOTION (for Council use): Move to approve Professional Service Agreement #2019-077.

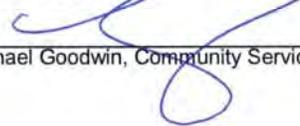
Prepared by:


Jennifer Lyons, Senior Services Supervisor 6/4/2019

Approved:


Grady E. Miller, Town Manager 6/4/2019

Director's Approval:


Rachael Goodwin, Community Services Director 6/4/2019

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SL FOUNTAIN VIEW VILLAGE, LLC
D/B/A FOUNTAIN VIEW VILLAGE**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and SL Fountain View Village, LLC, a(n) Delaware limited liability company, d/b/a Fountain View Village (the "Contractor").

RECITALS

- A. Pursuant to Section 11.2 of the Town's Procurement Policy and Section 3-3-26 of the Town Code, the Town may select certain vendors where competitive solicitation is not possible or in the best interest of the Town.
- B. The Contractor desires to retain the services of a food establishment to prepare meals for home delivery by the Town (the "Services").
- C. The Town desires to enter into this Agreement with the Contractor for the Services.

AGREEMENT

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

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2020, (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 four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to

waive this requirement and renew this Agreement. The Initial Term and 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 Proposal, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay the Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$30,000.00 for the services at the rates per meal set forth in Exhibit A. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$150,000.00.

4. Payments. The Town shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. This Agreement must be referenced on all invoices.

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

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 Town 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 Town. 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 Town of same and shall, subject to the concurrence of the Town, 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 Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

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 Town 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 Town 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 with the care and skill ordinarily used by

members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, breach of contract, 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 Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town 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, 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 Town, 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 Town, 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 Town 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 Town, 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 Town. 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 Agreement and insurance requirements set forth herein protecting the Town 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 Town 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 Town 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 Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, 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 Town, 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 this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, 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 Town, 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 Town, 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 in any way related 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 Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to 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 Town to the Contractor 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 Town 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 Town to the Contractor 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 Town may cancel this Agreement without penalty or further obligations by the Town 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 Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town 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 Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town 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.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated

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

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 or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor 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 Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements as agreed in Section 2 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town 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 Town 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 Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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, this 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 this 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 this 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 Town, signed by the Town 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 Town. 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 Town 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 Town 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 Town'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 Town 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 Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town 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 Town may offset from any money due to the Contractor any amounts Contractor owes to the Town 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 Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 East Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: SL Fountain View Village, LLC
 d/b/a Fountain View Village
 16455 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Elisabeth George

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 Town for the purpose of ensuring that information contained in its records or obtained from the Town 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 Town. 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 Town, 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 Town 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 Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this 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 subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any Town-approved invoices, and the RFP, the documents shall govern in the order listed herein.

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

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SL FOUNTAIN VIEW VILLAGE, LLC,
D/B/A FOUNTAIN VIEW VILLAGE

[Proposal]

See following pages.

FOUNTAIN VIEW VILLAGE

a Senior Lifestyle community

PROPOSAL

Town of Fountain Hills Home Delivered Meals

The main kitchen of Fountain View Village, a Senior Lifestyle community, will provide recipients a noon time meal seven days a week, including holidays. The meal will consist of a three compartment hot entrée in an aluminum container plus a cold sack with a salad, desert, fruit, and milk. All meals follow a low salt, heart friendly diet. Special diet meals are available such as diabetic, vegetarian, and mechanical soft.

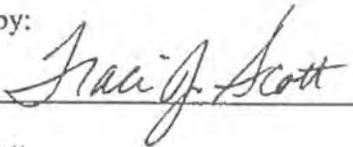
All client information, coordination of meals, delivery of meals, delivery bags/containers, and billing of meals will be provided by the Town of Fountain Hills.

Cost per meal to be paid by the Town of Fountain Hills at \$6.50 per meal beginning July 1, 2019 through June 30, 2022.

Billing address:

Fountain View Village
16455 E. Avenue of the Fountain Hills
Fountain Hills, AZ 85268

Presented by:



Traci J. Scott
CCRC Operations Specialist
Senior Lifestyle Corporation
303 E. Upper Wacker Drive, Suite 2400
Chicago, IL 60601
317-407-7166

4/30/19

date

INDEPENDENT LIVING | ASSISTED LIVING | SKILLED NURSING | REHAB | MEMORY CARE
16455 EAST AVENUE OF THE FOUNTAINS | FOUNTAIN HILLS, AZ 85268 | 480-836-5000 | FAX 480-836-5016
WWW.SENIORLIFESTYLE.COM





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: David Pock 480-816-5162 dpock@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF RESOLUTION 2019-36 approving the designation of Chief Fiscal Officer of the Town of Fountain Hills.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle: Arizona Revised Statutes 41-1279.07(E)

Staff Summary (background): The Arizona Auditor General requires designation of a Chief Fiscal Officer (CFO) by the Governing Board of a political subdivision. The CFO is authorized to certify the Annual Expenditure Limitation Report (AELR) required by Arizona Statute and filed with the Arizona Auditor General. This is the first year that the Auditor General's designation form has required a copy of the Governing Board's Resolution to be included with the filing.

Risk Analysis (options or alternatives with implications): If not submitted to the Auditor General with supporting Resolution by July 31, 2019, then the Town will not be in compliance with State Statute.

Fiscal Impact (initial and ongoing costs; budget status): None

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Approve Resolution 2019-36

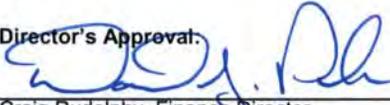
List Attachment(s): Notice of Chief Fiscal Officer

SUGGESTED MOTION (for Council use): Approve Resolution 2019-36

Prepared by:

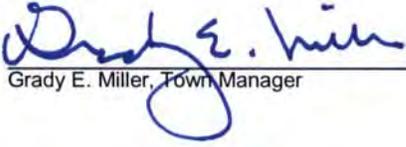
NA _____ 5/2/2019

Director's Approval:


Craig Rudolph, Finance Director _____ 6/4/2019

DAVID POCK

Approved:



Grady E. Miller, Town Manager _____ 6/4/2019

RESOLUTION NO. 2019-36

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
FOUNTAIN HILLS, ARIZONA, DESIGNATING CHIEF
FINANCIAL OFFICER DAVID POCK AS CHIEF FISCAL
OFFICER.**

RECITALS:

WHEREAS, A.R.S. § 41-1279.07(E) requires that the governing board of each political subdivision of the State designate a Chief Fiscal Officer for the purpose of submitting the current fiscal year's expenditure limitation report and certify to the accuracy of the annual expenditure limitation report; and

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council") desires to designate the Town's Finance Director, David Pock, as the Town's Chief Fiscal Officer.

ENACTMENTS:

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

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

SECTION 2. David Pock, Finance Director, is hereby designated as the Town's Chief Fiscal Officer.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Fountain Hills, Maricopa County, Arizona, this 18th day of June, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arnson, Town Attorney

**Notice of Chief Fiscal Officer
Designated to Submit the Expenditure Limitation Report
For the year ending June 30, 2019**

As required by Arizona Revised Statutes §41-1279.07(E), annually by July 31 each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Political subdivision:

Designated CFO's name:

Title:

Phone number:

Email address:
example@example.com

Date governing board designated the CFO: 

Attach documentation of the governing board's official action designating the above-named individual to submit the AELR as the CFO (e.g, Board resolution or official Board meeting minutes). Supporting documentation must be attached or this form will not be accepted.

Attachment(s):

Political subdivisions must submit an updated form and documentation for any changes in individuals designated to file the AELR. The official Notice of Chief Fiscal Officer form is available on the Auditor General's website at www.azauditor.gov.



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019-37 adopting Application and Affidavit for Video Service Providers and Uniform Video Service License Agreement for Video Service Providers.

Applicant: None

Applicant Contact Information:

Owner: N/A

Owner Contact Information: N/A

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): In 2018 the Legislature adopted Senate Bill 1140 which required cities and towns to issue a uniform video services license to video service providers. By July 1, 2019, municipalities are required to have a uniform application/affidavit and license agreement in place. The new law consists of the following:

- Establishes a uniform video service license and allows cable companies to terminate existing franchise license agreements after January 1, 2020
- Prohibits public hearing and council action on license; cost recovery for license application; buildout and line extension requirements; and regulation beyond license issuance and rights-of-way management
- All cable-related disputes will be overseen by the Arizona Office of Administrative Hearings

Risk Analysis (options or alternatives with implications): Since this is a mandate from the Legislature requiring cities and towns to put in place the Application and Affidavit for Video Service License and Uniform Video Service License Agreement for Video Service Providers by July 1, 2019, it is important for the Town Council to approve Resolution 2019-37.

Fiscal Impact (initial and ongoing costs; budget status): According to the Arizona League of Cities and Towns, implementing this new law will not negatively affect the cable license fee revenue cities and towns receive from cable operators.

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends approval of Resolution 2019-37.

List Attachment(s): Resolution 2019-37

SUGGESTED MOTION (for Council use): Move to adopt Resolution 2019-37 approving the Application and Affidavit for Video Service License and Uniform Video Service License Agreement for Video Service Providers.

Prepared by:

Approved:

NA 6/11/2019



Grady E. Miller, Town Manager 6/11/2019

Director's Approval:

NA 6/11/2019

RESOLUTION 2019-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ADOPTING THE APPLICATION AND AFFIDAVIT FOR VIDEO SERVICE LICENSE AND UNIFORM VIDEO SERVICE LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS

ENACTMENTS:

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FOUNTAIN HILLS, as follows:

SECTION 1. The Application and Affidavit for Video Service License is hereby approved in the form as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 2. The Uniform Video Service License Agreement is hereby approved in the form as set forth in Exhibit B, attached hereto and incorporated by reference.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 18th day of June, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arnson, Town Attorney

**EXHIBIT A
TO
RESOLUTION 2019-37**

[Application and Affidavit for Video Service License]

See following pages.

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: Town of Fountain Hills

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

V. For All Applications:

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

[VERIFICATION AND RECEIPT ON FOLLOWING PAGE]

Applicant Verification

I certify that the information contained in this application for a video service license in the Town of Fountain Hills is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

<i>Name and Title (printed):</i>	
<i>Signature:</i>	<i>Date:</i>

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this ____ day of _____, 20__; at _____.

Town of Fountain Hills, an Arizona municipal corporation (“Local Government”)

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____

EXHIBIT A

[Service Area – Include if Necessary]

**EXHIBIT B
TO
RESOLUTION 2019-37**

[Uniform Video Service License Agreement]

See following pages.

Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the Town of Fountain Hills, an Arizona municipal corporation ("Licensor") and _____, a(n) _____ ("Licensee").

RECITALS

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B is attached hereto and incorporated herein by this reference.

3.2 Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License.

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this License. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Licensor that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five (5) percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

[SIGNATURES ON FOLLOWING PAGE]

Licensor

Licensee

Town of Fountain Hills, an Arizona municipal corporation

_____, a(n)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____, the _____ of _____, a _____ on
behalf of Licensee.

(Seal)

Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____, Mayor of the Town of Fountain Hills, an Arizona municipal corporation,
on its behalf.

(Seal)

EXHIBIT A
[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

EXHIBIT B
[Service Area]



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Development Services

Staff Contact Information: Randy L. Harrel, Town Engineer; Tele: 480-816-5112; E-mail: rharrel@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Resolution 2019-02, abandoning a portion of the El Lago Blvd. Service Road right-of-way, and abandoning the adjacent "No Vehicular Access" restriction. The abandonment area lies adjacent to Lot 1 of the Final Re-plat of Fountain View (Book 398 of maps, Page 35, MCR), as originally dedicated in Plat 207 (Book 147, page 6, MCR); including a finding of de minimus value; and superseding (rescinding) the never-recorded Resolution 94-68; with stipulations. (ROW 2019-01)

Applicant: Brent Bieser, Architect, Project Manager/ Todd & Associates, Inc.

Applicant Contact Information: 4019 N. 44th St., Phoenix, AZ 85018; Tele: 602-952-8280; E-mail: BBieser@todassoc.com

Owner: Valley of the Sun Development LLC; 14850 E. Grandview Drive, Unit 103; Fountain Hills AZ 85268

Owner Contact Information: Lou Vulovich; Tele: 480-228-0766; E-mail: Lou_Vulovich@hotmail.com

Property Location: 16655 E. El Lago Blvd.

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): The Town previously abandoned the adjacent segments of the El Lago Service Road Right-of-Way as the adjacent properties developed. As currently developed, there is no need for this segment of El Lago Blvd. to have a Service Road right-of-way, and so it may be abandoned.

The Town Council originally approved abandoning this section of the El Lago Service Road right-of-way on 12-15-94 (Res. 1994-68, with stipulations; ROW 94-01), in conjunction with a then-proposed nursing home project. That project (although started) was never completed, the stipulations were never fulfilled, and so the abandonment was never recorded. Several attempts to re-institute a nursing home on the adjacent site failed over the years, with abandonment of this Service Road right-of-way remaining unrecorded.

An abandonment request for this Service Road right-of-way for an apartment complex had been submitted on 5-25-17 (ROW 2017-01), but never went forward to the Town Council.

This abandonment request (ROW 2019-01) was submitted on 11-15-18, in relation to the proposed Casas del Lago apartment complex on the adjacent property.

The following easements will be retained over the full abandoned right-of-way:

- * Public Utility Easement
- * Drainage Easement
- * Sidewalk Easement
- * Landscape Easement
- * Non-Building Easement

Since a Public Utility Easement is being maintained over the abandonment area, all utility companies have not been

contacted for their approval of this abandonment. However, the Fountain Hills Sanitary District currently has an active sewer lying within this Service Road right-of-way. As requested by FHSD, the developer is proposing to relocate this sanitary sewer into the remaining El Lago Blvd. right-of-way, and to grant a sewer easement (for 10' each direction from the pipe centerline) for the remaining/relocated sewer lying within or adjacent to this abandonment area.

Casas del Lago's preliminary plans show utilizing this abandoned right-of-way for storm-water detention basins, a front perimeter wall, the frontage meandering sidewalk, and landscaping.

State Law requires the Council to make a finding of "de minimus value", to abandon a right-of-way, so that has been included in the approval motion's text. As a part of this abandonment, the Town Council's never recorded Resolution 1994-68 should be rescinded, since it will be superseded by this new Resolution.

The developer should construct; or provide an adequate, acceptable Assurance, for the public improvements to be constructed within/adjacent to the abandoned right-of-way, including the sidewalk, landscaping, irrigation, and sewer relocation.

Risk Analysis (options or alternatives with implications): N/A

Fiscal Impact (initial and ongoing costs; budget status): N/A

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here: N/A

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends approval of abandonment of this segment of the El Lago Service Road right-of-way, subject to the following stipulations:

* Retain easements as indicated in Exhibit A (Public Utility, Drainage, Sidewalk, Landscape, and Non-Building Easements).

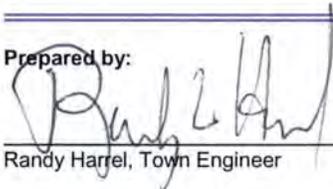
* Construct a 6'-wide meandering concrete sidewalk and landscape/irrigate the abandonment area. (The landscape/irrigation will be owned and maintained by the property owner.) Alternately, post and maintain an acceptable Assurance of Construction for the construction of these improvements.

* Construct a sanitary sewer relocation and grant a sewer easement for that relocated sewer, acceptable to both the Town and to the Fountain Hills Sanitary District.

List Attachment(s): Vicinity Map; Aerial Photo Map; Resolution 2019-02, with Legal Description, and with Exhibit A map (2 sheets).

SUGGESTED MOTION (for Council use): Move to approve Resolution 2019-02, abandoning a portion of the El Lago Blvd. Service Road right-of-way, and abandoning its adjacent "No Vehicular Access" restriction; both lying adjacent to Lot 1 of the Final Re-plat of Fountain View (Book 398, Page 35, MCR); and as originally dedicated in Plat 207 (Book 147, Page 6, MCR); including a finding of de minimus value; and superseding (rescinding) the never-recorded Resolution 94-68, with stipulations.

Prepared by:



Randy Harrel, Town Engineer

5/30/2019

Approved:



Grady E. Miller, Town Manager

6/4/2019

Director's Approval:

John Wesley, Interim Development Services Director 5/30/2019

RESOLUTION NO. 2019-02

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, ABANDONING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN THAT CERTAIN PORTION OF THE EL LAGO BOULEVARD SERVICE ROAD RIGHT-OF-WAY AND ADJACENT "NO VEHICULAR ACCESS" RESTRICTION, EXCEPT FOR VARIOUS EASEMENTS RETAINED, BOTH LYING ADJACENT TO LOT 1 OF THE FINAL RE-PLAT OF FOUNTAIN VIEW, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 398 OF MAPS, PAGE 35, AND AS ORIGINALLY DEDICATED IN PLAT 207, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 147 OF MAPS, PAGE 6

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), as the governing body of real property located in the Town of Fountain Hills (the "Town"), may require the dedication of public streets, sewer, water, drainage, and other utility easements or rights-of-way within any proposed subdivision; and

WHEREAS, the Town Council has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision, plat, or other lawful means; and

WHEREAS, all utility companies affected by the proposed abandonment have received notification of the proposed abandonment.

ENACTMENTS:

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

SECTION 1. That the certain portion of the El Lago Boulevard Service Road right-of-way and adjacent "no vehicular access" restriction, both lying adjacent to Lot 1 of the Final Re-Plat of Fountain View, as recorded in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 398 of Maps, Page 35, and as originally dedicated in Plat 207, as recorded in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 147 of Maps, Page 6, and as more particularly described in Exhibit A, are hereby declared to be abandoned, except for various easements retained as depicted in Exhibit B.

SECTION 2. That the value of said property is hereby found and declared to be de minimis.

SECTION 3. That Resolution 1994-68, with stipulations, which is unrecorded, is hereby rescinded and superseded by this Resolution.

SECTION 4. That this Resolution is one of abandonment and disclaimer by the Town solely for the purpose of removing any potential cloud on the title to said property and that the Town in no way attempts to affect the rights of any private party to oppose the abandonment or assert any right resulting there from or existing previous to any action by the Town.

PASSED AND ADOPTED by the Mayor and Council of the Fountain Hills, Maricopa County, Arizona, this 18th day of June, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arnson, Town Attorney

PREPARED FOR:

El Lago Apartments

BY: SPK

DATE: JAN., 2019

JOB NO. 21131

TOWN OF FOUNTAIN HILLS RIGHT OF WAY ABANDONMENT EXHIBIT A-1

LEGEND

- (M) MEASURED
- (R) RECORD



Scale:
1"=80'

NW COR.
OF LOT 1
POINT OF
BEGINNING

DESERT SAGE
CONDOMINIUMS
BOOK 556 OF MAPS,
PAGE 31, MCR
N20°38'08"E 231.58'(R)
N20°37'02"E 231.58'(M)

ABANDON 40' RIGHT
OF WAY, RETAIN AS
40' PUBLIC UTILITY
EASEMENT

LOT 1
FINAL REPLAT OF FOUNTAIN VIEW
BOOK 398 OF MAPS, PAGE 35, MCR

CASA BELLA RESORT
CONDOMINIUMS
BOOK 439 OF MAPS,
PAGE 30, MCR

N66°03'37"W 403.35'(M)
N66°02'31"W 403.35'(R)

THE TERRACE PHASE III
CONDOMINIUMS
BOOK 304 OF MAPS,
PAGE 43, MCR



SEE SHEET 2 FOR LINE AND CURVE DATA



Keogh Engineering, Inc.

650 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7260
EMAIL: keogh@keoghengineering.com

CHECKED BY: DFK

SHEET NO. 1

DATE: JAN., 2019

OF 2

PREPARED FOR:

El Lago Apartments

BY: SPK

DATE: JAN., 2019

JOB NO. 21131

**TOWN OF FOUNTAIN HILLS
RIGHT OF WAY ABANDONMENT
EXHIBIT A-2**

R/W AREA

11,875 S.F.

LEGEND

(M) MEASURED

(R) RECORD

LINE TABLE

LINE	BEARING	LENGTH
L1	N20°37'02"E(M)	40.00'(M)
L2	S20°37'02"W(M)	40.00'(M)
L3	S20°37'02"W(M)	14.53'(M)
	N20°38'08"E(R)	14.53'(R)
L4	N12°21'06"W(M)	35.72'(M)
	N12°20'00"W(R)	35.72'(R)

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	20.00'(M)	31.42'(M)	90°00'00"(M)
C2	380.00'(M)	109.65'(M)	16°31'56"(M)
C3	20.00'(R&M)	12.79'(R&M)	36°38'23"(R&M)
C4	45.00'(M)	107.35'(M)	136°41'07"(M)
	45.00'(R)	107.36'(R)	136°41'52"(R)
C5	350.00'(M)	16.50'(M)	2°42'01"(M)
	350.00'(R)	16.50'(R)	2°42'04"(R)
C6	20.00'(R&M)	31.42'(R&M)	90°00'00"(R&M)

NOTES

- EASEMENT FOR PUBLIC UTILITY, DRAINAGE, SIDEWALK, LANDSCAPE, AND NON-BUILDING EASEMENT SHALL BE RETAINED WITHIN THE ABANDONED RIGHT OF WAY BY THIS ABANDONMENT MAP.
- THE NON-VEHICULAR ACCESS EASEMENT AS SHOWN ON THE FINAL PLAT OF FOUNTAIN VIEW SHALL BE ABANDONED BY THIS ABANDONMENT MAP.



Keogh Engineering, Inc.

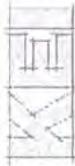
650 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7260
EMAIL: keogh@keoghengineering.com

CHECKED BY: DFK

SHEET NO. 2

DATE: JAN., 2019

OF 2

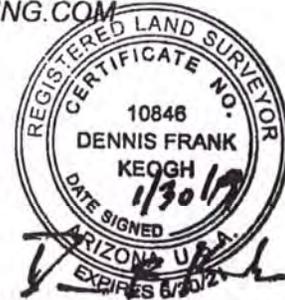


KEOGH ENGINEERING, INC

KEOGH ENGINEERING, INC.

650 N. 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
(623)535-7260

Consulting Engineers | Land Surveyors KEOGH@KEOGHENGINEERING.COM



LEGAL DESCRIPTION
EL LAGO APARTMENTS
OUR JOB NO 21131
20 NOVEMBER 2018

40' RIGHT OF WAY AND NON-VEHICULAR ACCESS EASEMENT ABANDONMENT – PUBLIC UTILITY DRAINAGE, SIDEWALK, LANDSCAPE AND NON-BUILDING EASEMENT TO BE RETAINED

A PORTION OF FINAL REPLAT OF FOUNTAIN VIEW ACCORDING TO THE PLAT OF RECORD IN BOOK 398 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 20°37'02" EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 69°22'58" EAST (MEASURED) SOUTH 69°21'52" EAST (RECORD), A DISTANCE OF 276.88 FEET TO A POINT OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 20°37'02" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET (RECORD AND MEASURED) AND WHOSE CENTER BEARS NORTH 69°22'58" WEST (MEASURED) NORTH 69°21'52" W (RECORD) FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" (RECORD AND MEASURED), AN ARC LENGTH OF 31.42 (RECORD AND MEASURED) FEET TO A POINT OF TANGENCY;

THENCE NORTH 69°22'58" WEST (MEASURED) NORTH 69°21'52" WEST (RECORD), A DISTANCE OF 276.88 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY CONTAINS 11,875 SQUARE FEET



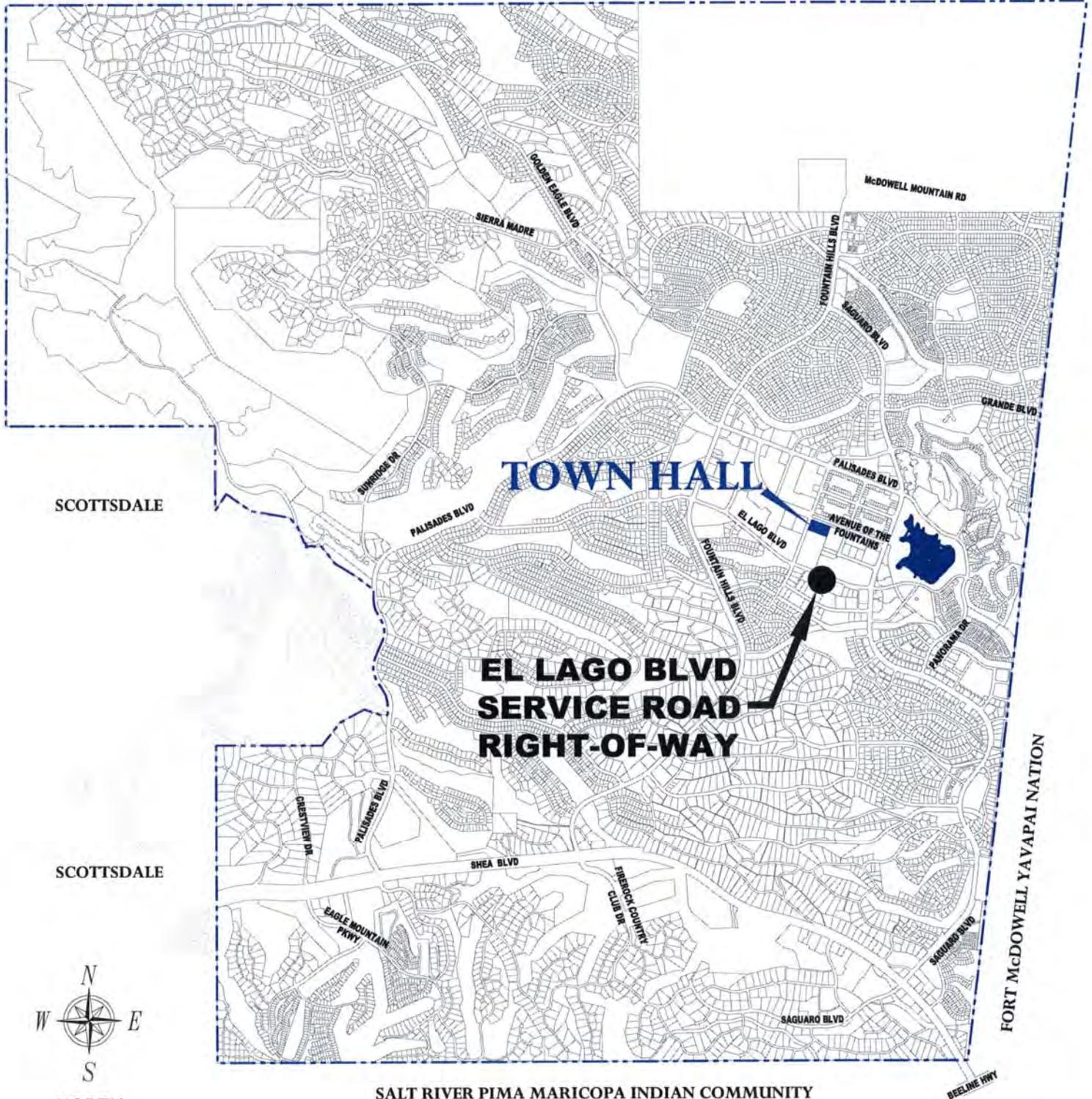
TOWN OF FOUNTAIN HILLS

DEVELOPMENT SERVICES DEPARTMENT

VICINITY MAP

TOWN BOUNDARY

McDOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE



NORTH

SCALE: 1" = 3500'

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT McDOWELL YAVAPAI NATION



DEVELOPMENT SERVICES

AERIAL SITE PLAN

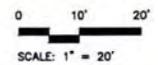
FINAL REPLAT FOUNTAIN VIEW, LOT 1
ADDRESS: 16655 E EL LAGO BLVD

ZONING: R-4

LOT AREA: 76,565 SF
ROOF AREA: N/A SF

(AREAS ARE APPROXIMATE)

- PLAT BOUNDARY
- LOTLINE
- RIGHT OF WAY
- CENTERLINE
- EASEMENT
- ABAND. EASEMENT
- CONTOUR 2ft
- CONTOUR 10ft
- FLOODPLAIN
- SUBJECT SITE



- AERIAL PHOTO FLIGHT: 2017
- TOPOGRAPHICAL MAP: 9/91
- FEMA FLOOD DELINEATION: 10/13

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.

EL LAGO BLVD

ABANDON 40' R-O-W

VERDE RIVER DRIVE

1630
1632
1634
1636
1638
1640
1642
1644
1646
1648

1650



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Agenda Type: Regular

Meeting Type: Regular Session

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF authorizing the Arizona Dark Sky Discovery Center to be located in the Northwest corner of the Community Garden, which is near the Centennial Plaza area previously authorized by the Town Council.

Applicant: Astroscience Discovery Center Board of Directors

Applicant Contact Information:

Owner: N/A

Owner Contact Information:

Property Location: Northwest area of the Community Garden

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): In November of 2018 the Town Council approved the proposed Astroscience Discovery Center, now known as the Arizona Dark Sky Discovery Center, to be located in the Centennial Plaza area of the Fountain Hills Civic Center. As part of this decision, the Town Council directed the project organizers to come back to Council to report the findings and recommendations from a feasibility study.

Last month graduate students from ASU's School of Public Affairs completed a feasibility study. The feasibility study reviewed a number of important elements of the proposed facility, including:

- Capital costs for the facility
- Staffing requirements
- Annual operating costs
- Revenue required to operate and maintain the facility
- User groups of the facility
- Likelihood of successfully fundraising for the construction and ongoing operations of the facility

Based on the feasibility study and preliminary architectural programming for an observatory, auditorium, planetarium, exhibit space, lobby, and other support spaces for the proposed facility, the report determined that the project is feasible. Following the completion of the study, the Astroscience Discovery Center Board of Directors voted to move forward with the capital campaign for the Arizona Dark Sky Discovery Center.

As part of the analysis for the proposed facility, the Astroscience Discovery Center Board of Directors engaged community stakeholders to identify interior layout, square footage requirements, and footprint of the physical dimensions of the building. Based on the findings from the interior space needs, it was determined that the physical footprint of the facility will take about 14,000 square feet and will need to be located in the northwestern area of the Community Garden. The Astroscience Discovery Center Board and Town staff held a meeting last month with Dr. Patel, Rita Applegate, and other key members of the Community Garden to provide an update about the proposed project and to seek their support. At the meeting, the Astroscience Discovery Center Board of Directors indicated that with Community Garden support of the project, that Astroscience Discovery Center, Inc. would relocate the garden beds in the Community Garden as a project expense to minimize the impact of the facility on this important community amenity.

The Astroscience Discovery Center Board of Directors is seeking Council approval for the specific use of the Community Garden area near the Centennial Plaza at the Civic Center for the proposed Arizona Dark Sky Discovery Center. This will enable the organization to proceed with its capital campaign to fundraise for the design and construction of the facility. The Astroscience Discovery Center Board is committed to periodically coming back to the Town Council and provide project updates about the capital campaign, facility design, and eventual lease.

Risk Analysis (options or alternatives with implications): The Town Council previously authorized the use of the Centennial Plaza area for this project. In order to approach the project appropriately, the Board of Directors initiated a feasibility study with ASU to determine the capital and operating costs of the facility. This project will be dependent on a successful capital campaign. If the Board of Directors is successful with the capital campaign and the facility is built, the Town of Fountain Hills and the surrounding area will benefit tremendously from this asset. The Town's primary risk with the facility is that the building will be on Town-owned property. However, a lease agreement and property/liability insurance requirements will be in place to protect the Town's interests. If the Board of Directors is unable to raise the necessary funding for the design and construction of the facility within a reasonable amount of time, then there is no risk to the Town.

Fiscal Impact (initial and ongoing costs; budget status): The Town Council previously agreed to make available property at the Fountain Hills Civic Center as its financial contribution to the Dark Sky Discovery Center. All operating costs of the facility will be the responsibility of the Dark Sky Discovery Center organization.

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends that the Town Council authorize the area near the Centennial Plaza and the Northwest area of the Community Garden for the proposed Dark Sky Discovery Center. This will enable the organization to move forward in its capital campaign and architectural design for the facility.

List Attachment(s): Letter from Astroscience Discovery Center Board of Directors
PowerPoint Presentation on Arizona Dark Sky Discovery Center project
ASU Feasibility Study Report on the Proposed Arizona Dark Sky Discovery Center
Concept Design and Proposed Site Plan
Support statement from the Fountain Hills Community Garden

SUGGESTED MOTION (for Council use): Move to approve the use of the Northwest area of the Community Garden near the Centennial Plaza for the proposed Arizona Dark Sky Discovery Center; and that the Astroscience Discovery Center Board of Directors present the proposed architectural designs and progress on its capital campaign to the Town Council at a later date.

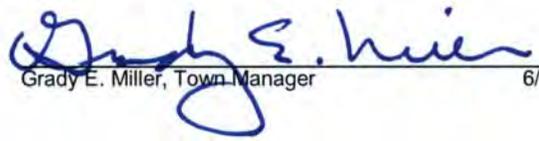
Prepared by:

NA 6/11/2019

Director's Approval:

NA 6/11/2019

Approved:


Grady E. Miller, Town Manager

6/11/2019

June 6, 2019



Dear Mayor Dickey and Council Members Brown, Leckrone, Magazine, Scharnow, Spelich, and Tolis:

The Board of the Astroscience Discovery Center is requesting Council approval to develop on Town property a facility to be named the Dark Sky Discovery Center. At the November 20, 2018 Council meeting, unanimous approval was given to further develop the concept on Town property in the Centennial Circle area for the facility. This request is for approval of the location on the south side of Centennial Circle. See attached diagram of concept design followed by the proposed location.

The site location requires a reconfiguration of the Community Garden and we have worked closely with Garden Board representatives to minimize the impact, create a new arrangement that will enhance some of their activities, and ensure there is no loss in total number of beds. Based on receiving Community Garden Board support for the project, we have agreed to pay for or reimburse the expense of moving the Garden's displaced components that are impacted by our project and we will work closely with them to make the transition as seamless as possible. See attached statement from the Community Garden Board.

Recently, ASU has completed our feasibility study, which is included in this packet. When reviewing the feasibility study, there are several things that are not included or need further study. For example, the study does not include architectural design fees and some other associated expenses. However, the study is an excellent source of information that will help us move forward. Renderings of the current concept design are being developed over the summer after which a more accurate program cost estimate and fundraising goal will be obtained.

It needs to be emphasized all along the way that there is no guarantee we'll get to the finish line with this project. The key is whether we find major donors who are inspired by this concept.

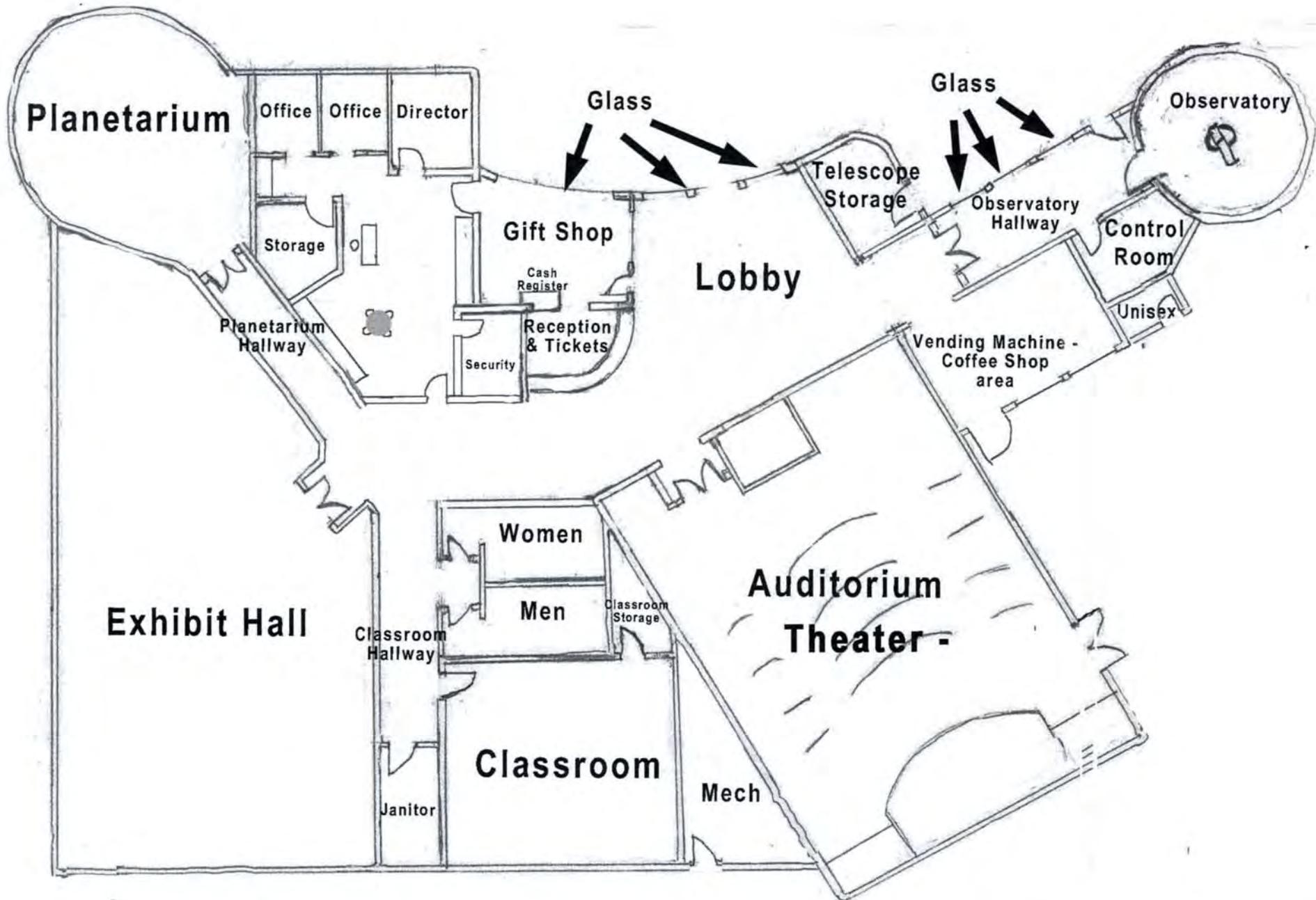
We appreciate your consideration of this proposal and ask for your approval for a long-term lease for the proposed site location on the south side of the Centennial Circle contingent upon whether our fundraising is successful.

Sincerely,

Joe Bill, President

Astroscience Discovery Center Board:

Ted Blank, Vice President; and Members Nancy Bill, Jerry Butler, Walt Franklin, and Alan Magazine



SUPPORT STATEMENT FROM COMMUNITY GARDEN BOARD

June 3rd, 2019

The Community Garden Board is supportive of the development of the Dark Sky Discovery Center (DSDC). We are working together on a proposed reconfiguration of the Garden. DSDC has agreed that the proposed original design requirements will not result in any loss in the number of beds or leased garden bed time. DSDC will cover the full cost of relocation/reconfiguration of the Garden, minimize intrusion into the Garden, minimize disruption for the gardener members, and allow access to a DSDC restroom facility for garden members.

We look forward to a continuing mutually beneficial relationship.

Community Garden Board

Feasibility Study conducted for
Astroscience Discovery Center, Inc. (501(c)3)
Fountain Hills, Arizona

Conducted By
Arizona State University
Master of Public Administration students
Victoria Jones, Samuel Newman, Sergio Perez, and Mikhail Sundust

PAF 509 Capstone Project
Spring 2019
January-May





I. Executive Summary	3
A Flexible Budget Model	3
Budget Assumptions	4
II. Description of Services	6
A. Planetarium	6
B. Observatory	6
C. Events	6
D. Membership Pricing and Benefits	7
E. Classroom	7
F. Exhibit Hall	7
G. Community Demographics	8
III. Capital Expenses	9
A. Construction	10
General Construction	10
Observatory	10
Planetarium	10
Auditorium	10
B. Technology	10
Telescope	10
Planetarium Projection System	11
IV. Operating Budget	12
V. Generated Revenue	13
A. Ticket Sales	13
B. Private Events	14
C. ADC Events	14
D. Membership	15
E. Gift Shop	15
F. Financial Snapshots	15
VI. Organization and Staffing	17
VII. Impact	18
A. View	18
B. Community Garden and Garden Culture	18



VIII. Additional Considerations	19
A. Café	19
B. LEED Certification	19
C. Frequency of Events	19
D. Parking	19
School Bus Loading Area	19
Staff Parking	20
Alternate Transportation Parking	20
E. Networking/Partnerships	20
F. Emphasis on a Gallery	20
G. Exhibit Interactivity	20
H. Contracted Services	21
I. Scheduling	21
J. Sustaining Customer Interest	21
IX. Recommendations	22
X. Conclusion	23
Appendix	25
List of Primary Sources	25



I. Executive Summary

The purpose of this document is to explain the financial implications of the construction and operation of a multi-use astronomy education facility: the Astroscience Discovery Center (ADC) located in Fountain Hills, Arizona. The facility will include a fully operational telescope, planetarium, exhibit hall, and auditorium. Ticket sales, gift shop revenues, grants, research contracts, memberships, and donor dollars will all contribute to the year-to-year financial sustainability of the ADC.

The results of this study are based on assumptions and estimates and are not intended to represent the actual final cost of the construction of the proposed facility. The study does, however, offer a reasonably accurate outline of costs and revenues. This provides the ADC board with a forward-facing financial basis upon which they can decide whether to move forward with or discontinue progress on the project.

A Flexible Budget Model

During this study, we came to realize that it is difficult to accurately assess how much it will cost to build and operate the ADC because many decisions that will inform actual costs and revenues have not yet been made. Variables ranging from the cost of construction materials, telescope model, projector technology, ticket pricing, events per year, and rate of attendance will all affect the financial feasibility of this project. For this reason, our team decided to provide the ADC with a flexible budget model that responds to variable inputs, which can be adjusted to reveal how different financial assumptions will affect the overall project. This will allow ADC board members to visualize the effects of their decisions in dollar figures. For example, changing the building square footage in the spreadsheet template will automatically adjust the projected construction cost. Future decisions made by the ADC board will determine the viability of the project's success.

Nonetheless, we want to provide the ADC board with a good representation of what the final project *could* look like. We have produced a set of financial outcomes (with ranges and approximations applied to the various budget components) based on our interpretation of what the ADC board is expecting of the facility. Our interpretation is based on our conversations with ADC board members. The assumptions that inform the budget model outputs are based on the best possible information we could gather from comparable facilities. In some cases, we received direct input from the ADC board. Because this project will take time to develop and implement, both the capital budget



and the operating budget account for inflation for n years after 2019. We would like the board to keep in mind that the financial projections described in this report are easily adjusted in the flexible budget model we have provided.

Budget Assumptions

The following model describes assumptions we used to generate our findings and develop this report. We recommend staffing include a director of operations, a marketing coordinator, an education coordinator, and a volunteer coordinator with an expected total personnel cost of \$243,675 annually. This assumes the center staff will be provided with benefits such as health insurance. Volunteers will be a large part of the success of the ADC and will cost about \$675 annually. Students, community residents, and an active board of directors will be critical for the success and continual staffing of the ADC.

To get the ADC off the ground, a liberal estimate of between \$5,900,000 - \$6,600,000 of capital will be needed for construction. To operate the ADC for the first 5 years, approximately \$2,700,000 will be needed if the ADC begins construction in 2021 and opens in 2022. A final estimate of **\$9,300,000** is needed to move forward with building and operating the Astroscience Discovery Center for five years.

To make the ADC sustainable, the staff should aim to bring 20,000 paying customers through the doors annually. Of the 20,000 customers, this report assumes a division of one-third adult patrons, one-third students, and one-third children with an adult ticket costing \$12, a child ticket costing \$8, and a per-student revenue of \$4. In addition, membership is expected to contribute \$145,663 annually. The ADC should target an additional \$100,000 of annual revenue from grants, research contracts, and donors.

Events will be a large component of ADC revenues. Speaking series featured in the auditorium, fundraising benefits, special member events, astronomy on tap, school initiatives, exhibit premiers, along with free events will provide the ADC with multiple opportunities to engage the community.



Recommendations:

1. Establish firm estimates for construction costs via consultation with a contracting company.
2. Hire a consultant to conduct a market study specific to astroscience and the Town of Fountain Hills.
3. Develop relationships with other facilities for input (i.e. Flandrau, MCC, etc.) to foster the science network and explore affiliations with museum and space industry associations (i.e. American Association of Museums, Association of Science-Technology Center, NASA affiliation, etc.).
4. Work with the garden community to reach social feasibility and compromise.
5. Refine the organizational structure to more clearly define board member roles (i.e. establish a working board).
 - a. Define employee roles and set a timeline for the role out of curriculum, goals of the organization, exhibit topics, marketing, and staffing needs.
6. Address parking accommodations.
7. Develop a plan to raise the \$9.3 million to get this project off the ground.

Future considerations:

- What does the project timeline look like and what milestones can be accomplished in 2019?
- When will fundraising begin?
- What is a realistic deadline to reach the fundraising goal?
- In the event that the target fundraising goal is not attained by the deadline, would the ADC board consider taking out a loan?



II. Description of Services

This section delves into the full capacity of what the Astroscience Discovery Center will be capable of. Facilities will include a planetarium with room for 30-40 people, an observatory with a dome diameter of 18 feet to 20 feet, a single classroom of 750 square feet, and an auditorium with seating for 150 people. This facility will include an exhibit hall with museum-like qualities.

A. Planetarium

The planetarium will house state of the art projection equipment. As a comparable institution, Mesa Community College (MCC) shows 6 shows a day, 5 days a week, between 45 and 60 minutes long. Screenings happen 40 weeks per year. The reason that MCC planetarium does not run showings 52 weeks a year is because of their dependence on school schedules. According to our comparable (MCC), we estimate the ADC planetarium will need upwards of 5 different shows to stay relevant and draw ample ticket sales. Depending on the type of content the ADC decides to use, Sky-Skan.com offers a variety of content for planetarium shows. Many other planetariums provide a variety of content, not limited to outer space.

B. Observatory

The observatory will be of critical importance to the ADC because of the intent behind the telescope. The telescope will allow for revenue-generating events and complement the Fountain Hills Dark Sky Festival. Our medium cost comparable, Gilbert Rotary Centennial Observatory, is open on Friday and Saturday until 9:30 pm. Our recommendation is to have the observatory open on Thursday, Friday, Saturday, and Sunday nights. Trained student volunteers can help sustain staffing of the observatory. The ADC can work with the Fountain Hills High School Astronomy Science Club to offer high school credit for volunteer service. In addition, the observatory opens up possibilities for research partnerships.

C. Events

Events will largely be determined by the demographic served. For a 21+ crowd, a liquor license should be purchased to legally serve beer, wine, and hard alcohol. The Arizona Science Center hosts an event titled "Lasers & Liquor," which mixes alcohol and a planetarium light show. Another comparable event space, the Hopservatory at Worthy Brewing in Bend, Oregon, provides patrons private events including a tour of the



observatory, a look through the telescope, and an educational program. We predict individual admission cost for events to be between \$7-\$15. To rent out space for a private event, in the context of the Hopservatory, we estimate the cost at \$200 per hour. The number of people admitted will be dependent on the maximum occupancy of the observatory and/or event space. Event ideas range from weddings, memorials, student astronomy programs, school sleepovers, and guest lecture series.

D. Membership Pricing and Benefits

Annual membership could be structured as a tiered model to allow members to choose from a range of benefits and price levels. For example, a first tier membership for individuals, the second tier for couples, the third tier for families of 4-6 people, and a fourth tier for donor membership. In similar institutions, the donor tier is often the most expensive. At this tier, there is potential to include a donor plaque, give access to special speaking engagements, provide access to exclusive events, and wine tasting and music events.

E. Classroom

The classroom will be 750 square feet with a capacity of 30 students. The classroom will likely be of multi-use functionality. The room will serve as a primer space for school groups before or after they go and see the observatory or planetarium. We estimate that there will be one projector, one computer, two whiteboards, and some storage space. Supplying tables, rather than individual desks, presents a cost decision. In our opinion, tables incorporate the most flexibility for rearranging the event space.

F. Exhibit Hall

The exhibit hall will be the largest single space within the ADC. Programming will be consistent with the theme of the center: astronomy and the science and technology that fuels space exploration. Ideas for displays in the exhibit hall include a current event section, a technology education section, a mineral geology section, a photo gallery of star systems explaining recent and unique discoveries, and an interactive section with virtual reality stations. This space could leverage a revenue generating art gallery, with works for sale. Comparable institutions utilize a strong customer interaction component with their exhibitions. Sensory exhibits have been reported to create lasting memberships and generate more revenue for the facility.



G. Community Demographics

The ADC will target neighboring communities within a 12 to 15-mile radius, such as Scottsdale, Paradise Valley, Cave Creek, New River, Globe, and Superior. Their respective school districts will be a strong source of foot traffic at the ADC. Our target age range for school participation is from 8-year-olds (3rd grade) to 17 and 18-year-olds (12th grade). We have not accounted for the college student age range because of their role as volunteers and/or participation through a potential university partnership. Accordingly, their age range has not been factored in because they will most likely not be paying admission cost. Most members will likely be between the ages of 45-65.

Statistic	Fountain Hills	Arizona	National
Population	23,863	6,728,577	318,558,162
Population density (sq mi)	1,177	57	91
Median age	56.9	37.1	37.7
Male/Female ratio	0.9:1	1.0:1	1.0:1
Married (15yrs & older)	69%	53%	55%
Families w/ Kids under 18	24%	42%	43%
Speak English	93%	73%	79%
Speak Spanish	3%	20%	13%

Figure 2-1. Fountain Hills Demographics.¹

¹ Source: www.areavibes.com



III. Capital Expenses

We expect initial capital expenses to be approximately \$6 million, inclusive of building and technology costs. The building expenses are divided up by general construction costs and specialty elements, including observatory, planetarium, and auditorium. For building size, we assumed an estimate of 14,000 square feet based on specifications provided by the ADC board and the translation of a sketch to a Geographic Information System calculator (see Figure 3-2). Technology costs include the telescope and the planetarium projection system. Cost estimates are based on comparable facilities and the desires of the ADC board. Figure 3-1 shows a break-down of capital costs if the facility begins construction in 2021.

Capital Costs	
2021	
Construction Costs	
General Construction	\$ 3,834,285.00
Observatory	\$ 188,150.00
Planetarium	\$ 413,930.00
Auditorium	\$ 1,171,300.00
Community Garden Removal	\$ 157,940.00
Construction Costs Subtotal	\$ 5,765,605.00
Technology	
Telescope	\$ 21,200.00
Planetarium System	\$ 318,000.00
Technology Costs Subtotal	\$ 339,200.00
Total	\$ 6,104,805.00

Figure 3-1. Capital Costs (2021 dollars adjusted for inflation).



A. Construction

General Construction

We anticipate the cost of construction for non-specialty elements of the facility to be approximately \$350 per square foot over 10,335 square feet. The total is \$3,834,285 in 2021 dollars.

Observatory

Using a conservative estimate, we set construction at \$500 per square foot for the 355 square-foot facility for a total of \$188,150. This is based on the assumption of an observatory with an 18-foot diameter dome. Choices in building materials, dome size, and dome operation mechanics will affect the range of this cost.

Planetarium

Planetarium construction differs from general construction in that it requires a dome, a round room, and unique seating configurations. The cost of the projection system is **addressed in the "Technology" section below.** We estimate a construction cost of approximately \$413,913 for this portion of the ADC when construction begins in 2021.

Auditorium

The ADC board laid out expectations for a 150-seat auditorium of 2,600 - 3,000 square feet. Based on these specifications we anticipate a total cost of \$1,171,300 with the stage and projection system included.

B. Technology

Telescope

Professional-grade telescopes range in cost from about \$10,000 to \$100,000 or more. Our search to identify a telescope that would be reasonably similar to the one used in the ADC began with advice from ADC board member Ted Blank. In our search, we identified the Meade LX200 product line of telescopes, which is used at the Gilbert Rotary Centennial Observatory, the Hereford Arizona Observatory, Universidad de Sonora, and York University in Toronto, Canada. Telescopes in this line provide professional-grade imagery at a reasonable cost between \$5,000 and \$20,000. Our estimate placed the cost of the telescope on the high end of this range. Factoring for inflation, we estimate a cost of \$21,200 for a quality telescope in 2021.



Planetarium Projection System

The quality of the projection system truly determines the effectiveness of a planetarium. The technology used in these facilities ranges in cost from tens of thousands of dollars to hundreds of thousands. For example, the planetarium at the Flandrau Center in Tucson uses immersive "Full-dome Digital" technology by Evans & Sutherland, which begins at a cost of about \$300,000. Given that the board would like to use state-of-the-art technology, a high-quality system in this cost range is an appropriate estimate for their purposes. Other technologies, such as a cost-efficient Newtonian "mirror system" projector, plus content licensed to the ADC, has the potential to reduce costs considerably to \$30,000 or even lower. This is an option, but if quality is an important factor, the latter option might be less desirable.



Figure 3-2. Aerial image of the ADC building footprint, showing ~14,000 square feet.



IV. Operating Budget

The Astroscience Discovery Center has a goal to raise enough pre-construction capital to fund construction costs as well as five years of operational costs. Figure 4-1 shows the anticipated expenses for the first five years of operation for the ADC, adjusted for inflation. The total is **\$2,720,357.65**.

Expenses					
Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$ 524,314.90	\$ 534,067.64	\$ 533,382.31	\$ 553,764.20	\$ 574,828.60	\$ 2,720,357.65

Figure 4-1. Operating Expenses for the First Five Years.

The operating budget contains many line items such as personnel and other expenditures. The number of visitors, square footage, and costs are variables that the ADC can adjust as they see fit. We have inputted our recommendations based on our research from comparable institutions.

Personnel expenses for the recommended four person staff team include their recommended salaries, benefits, and taxes. Program expenses are highest in the first two years because we recommend adding new additional content in year two to attract individuals to return to ADC to explore new content. The gift shop inventory will need to be well stocked, which is dependent on gift shop sales based on attendance. We estimate spending \$2 per visitor on filling gift shop inventory and earning a revenue of \$3 per visitor from the gift shop, which will net \$1 per visitor.

The ADC board recommended a capital equipment fund established at ten percent of total revenue. These funds are set aside in the operating budget. Utilities and maintenance costs for the ADC are based on a rate-per-square-foot, provided by the Town of Fountain Hills and their community center. Each special event will cost about \$400 to operate and we have estimated 18 events annually. Costs such as staff and volunteer training, insurance, and payroll services are included in the operating budget at annual rates. The ADC will lease the land from the Town at a nominal rate, which we have included at \$1 per year. We have also allowed room for debt services and annual tax costs if the ADC decides to take a loan for construction.



V. Generated Revenue

The Astroscience Discovery Center's financial sustainability will rely heavily on generated revenue from admission costs, events, and merchandise sales.

A. Ticket Sales

Approximately 40% of generated revenue will come from ticket sales for general admission to the ADC. The admission rate will vary based on age (children 17 and under, adults 18 and older). Revenue from K-12 students attending on a school trip are differentiated from child or adult ticket prices. In keeping with an agreement between the Town of Fountain Hills and the Fountain Hills Unified School District, FHUSD will not be charged to use the ADC on student tours. Ticket sale rates and estimates are based on market estimates and would benefit from a comprehensive market study.

This model gives flexibility to the ADC for determining how many visitors will be expected at each price point. Our model assumes ticket pricing at \$12 for an adult, \$8 for a child under 18, and \$4 for a student on a school-sponsored field trip. The model starts with a baseline assumption of 20,000 admission-paying visitors in the first year of operation. It is estimated that a third of visitors are adults, a third are children, and a third are students.

ADC visitors may grow or decline year-to-year as excitement grows and dwindles. Using the flexible budget model, we have projected what attendance and ticket sale revenues will look like at different rates of year-to-year growth. Figure 5-1 illustrates attendance and revenues from ticket sales with a 5% annual rate of growth. Attendance increases to 24,067 visitors and revenue jumps to \$194,481 in year five.

Year-to-Year Change in Attendance, Ticket Sale Revenue					
	Year 1	Year 2	Year 3	Year 4	Year 5
Growth Rate	-	5.00%	5.00%	5.00%	5.00%
Attendance	20,000	21,000	22,050	23,153	24,310
Revenue	\$ 160,000.00	\$ 168,000.00	\$ 176,400.00	\$ 185,220.00	\$ 194,481.00

Figure 5-1. Change in Attendance and Ticket Sale Revenue at a 5% Rate of Growth.

Figure 5-2 illustrates attendance and revenues from ticket sales with a negative five percent annual rate of growth. Attendance decreases to 16,290 visitors and revenue falls to \$130,321 in the fifth year of operation.



Year-to-Year Change in Attendance, Ticket Sale Revenue					
	Year 1	Year 2	Year 3	Year 4	Year 5
Growth Rate	-	-5.00%	-5.00%	-5.00%	-5.00%
Attendance	20,000	19,000	18,050	17,148	16,290
Revenue	\$ 160,000.00	\$ 152,000.00	\$ 144,400.00	\$ 137,180.00	\$ 130,321.00

Figure 5-2. Change in Attendance and Ticket Sale Revenue at a -5% Rate of Growth.

Of course, the growth rate is not a constant figure. Attendance could decline from year one to year two and then begin to climb up again. Figure 5-3 shows what it an initial drop-off in attendance and a steady rebound in years three, four, and five would look like.

Year-to-Year Change in Attendance, Ticket Sale Revenue					
	Year 1	Year 2	Year 3	Year 4	Year 5
Growth Rate	-	-10.00%	5.00%	5.00%	5.00%
Attendance	20,000	18,000	18,900	19,845	20,837
Revenue	\$ 160,000.00	\$ 144,000.00	\$ 151,200.00	\$ 158,760.00	\$ 166,698.00

Figure 5-3. Change in Attendance and Ticket Sale Revenue at a Mixed Rate of Growth.

B. Private Events

As a state-of-the-art facility in Fountain Hills, the community and public in general will want to use the ADC for private events. The ADC will rent out the building on an hourly rate outside of regular operating hours. The classroom, auditorium, exhibit hall, planetarium, and observatory can individually be rented or any combination of these areas can be rented out together. Pricing will vary based on the operating costs of the rented areas. Annually, the ADC can expect to generate \$2,400 from private event rentals. This is an estimation that may be adjusted based on a comprehensive market analysis that will show the interest in rental of the facility.

C. ADC Events

In addition to private events, the Astroscience Discovery Center expects to hold monthly star parties in the observatory and Centennial Circle with roll-out telescopes for guests to enjoy stellar views. Approximately half of these events will generate revenue for the



ADC as they will feature *Astronomy on Tap* – a lecture series paired with food and alcohol sales.

D. Membership

Many enthusiastic guests of the Astroscience Discovery Center will want to return to the facility multiple times a year. Membership will be available for these guests in a variety of packages. Based on input from the ADC board, it is estimated that \$145,663 will be generated annually from ADC memberships. The working board will have to establish the tiered membership structure that raises these revenues.

E. Gift Shop

Guests can purchase memorabilia at the ADC Gift Shop. We anticipate that guests will spend an average of \$3 per person at the guest shop, which is comparable to the Phoenix Art Museum. It's expected that this will generate between \$49,000 and \$73,000 annually dependent on the number of visitors to the ADC.

F. Financial Snapshots

The financial snapshots on the following page illustrate the ratio of earned to contributed revenues and the ratio of administrative to programming expenses for organizations similar in nature to the ADC. Earned revenues (e.g. ticket sales, private events) and contributed revenues (e.g. donations, endowments) are about half-and-half, although revenues from contributed sources can be as much as 2/3 of the combined sources. A comparison of programming costs to administrative costs reveals that a ratio of about 3:1 is common.

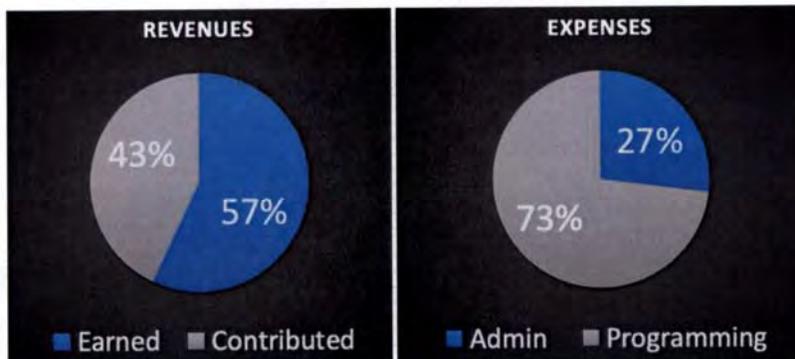


Figure 5-4. Arizona Science Center²

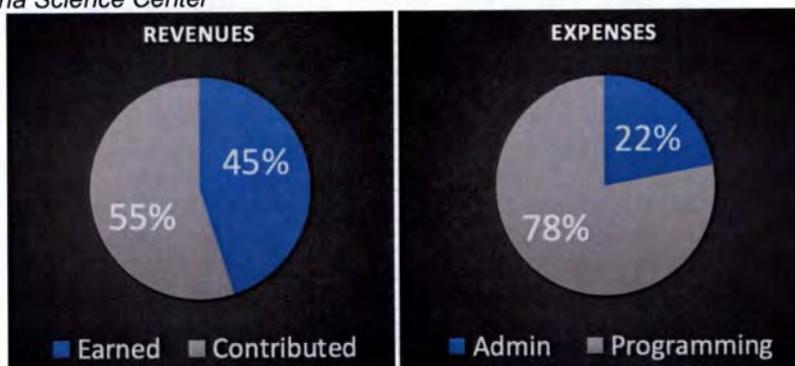


Figure 5-5. Adler Planetarium³

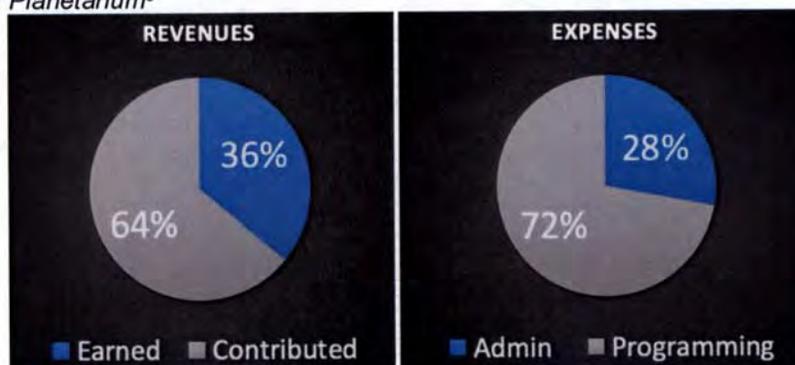


Figure 5-6. Discovery Place⁴

² Figure 5-2. Source: Arizona Science Center Annual Report 2016 (PHX, AZ)
<https://www.azscience.org/media/1534/annual-impact-report.pdf>

³ Figure 5-3. Source: Adler Planetarium 2017 Annual Report (Chicago, IL)
<https://www.adlerplanetarium.org/wp-content/uploads/2017-yea-report.pdf>

⁴ Figure 5-4. Source: Discovery Place Annual Report 2018 (Charlotte, NC)
https://s3.amazonaws.com/static.discoveryplace.org/craft3/DP_Annual-Report18-Web.pdf



VI. Organization and Staffing

The Astroscience Discovery Center requires a fully functioning staff and an active board for organizational and financial sustainability. Four full-time employees and a 30-person volunteer team are needed to operate the ADC for the proposed operating hours. The full-time employees include Director of Operations, Education Coordinator, Marketing Coordinator, and Volunteer Coordinator. All three coordinators will report directly to the Director who is responsible to the ADC board. See the organization chart below for a graphic description of the ADC's organization structure.

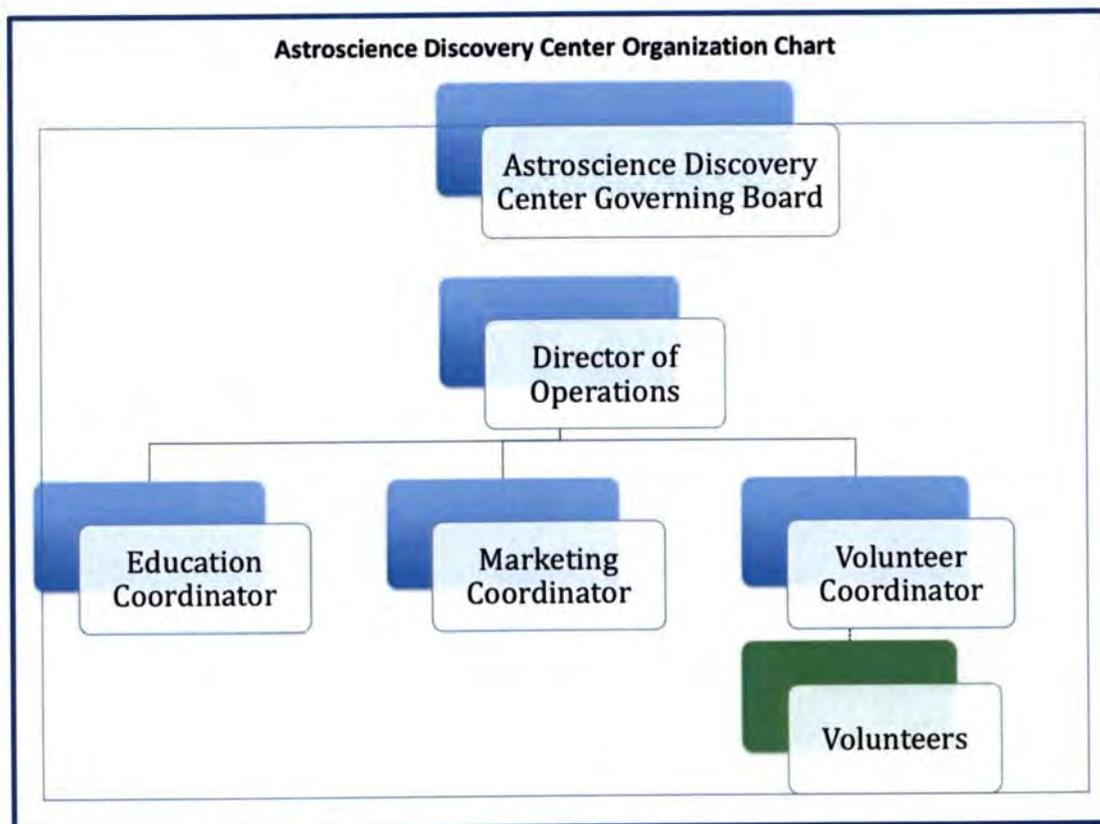


Figure 6-1. Astroscience Discovery Center Organization Chart.

The staff and volunteer team will be expected to perform the following responsibilities: keep the center open during business hours, open and close the building, support special events, process admission and gift shop purchases, maintain gift shop inventory, recruit and manage volunteers and staff, recruit schools, design and run a school curriculum, and many other tasks. More team members may be needed to fulfill all of the above responsibilities.



VII. Impact

A. View

The erection of the ADC will hinder the view of the fountain for some residents. This is a consideration due to the amount of symbolism that the fountain provides for the town. The obstruction of the fountain view has the potential to adjust affected property real estate values.

B. Community Garden and Garden Culture

The ADC facility has the power to disrupt a budding gardening community with its own unique culture. The community garden has been around for three full years and has been able to sustain its volunteers and community function through membership and renting plots for a season. Due to the community garden not owning the land on which they operate, garden proprietors are not the sole decision makers in the relocation of the community garden. The ADC board will have to consider the impact of the new facility on the community garden land.



VIII. Additional Considerations

A. Café

One piece that should be considered part of the ADC is a café. A social space to serve simple foods and beverages like snacks, coffee, juice, beer and wine for evening events. The café would be another revenue source for the ADC, but it could be difficult to find space for it without adding to the overall footprint of the ADC.

B. LEED Certification

It may be prudent to consider a LEED certification, which would include the use of natural light, efficient lighting fixtures, solar panels, reduced water toilets, and energy efficient appliances. A LEED certified building does cost more to construct but it may be possible to recoup building costs through utility savings between 5-10 years after construction.

C. Frequency of Events

Due to the limited population of Fountain Hills, residents will be the target demographic for membership and donors. Having a consistent event schedule will be critical for keeping public perception of the facility at the top of mind and also a way to network and drum up a sustainable donor base.

D. Parking

With the construction and opening of the ADC, there is potential for significant automobile traffic to contend with. Currently there are 150 parking spots including handicap parking. If we assume 20,000 people visit annually, with an open schedule 50 weeks a year, we can estimate that around 84 people a day will need parking accommodation. With this estimate, parking may need to be expanded.

School Bus Loading Area

If the intent is to draw more student interest, through curriculum, the ADC should provide a school bus parking area. One other option is to provide a school bus parking off site.



Staff Parking

To ensure consistent employee access, the ADC will need to designate staff parking and or vendor and special guest parking.

Alternate Transportation Parking

Provide double the normal amount of bicycle racks and promote cycling to Fountain Hills residents to the ADC as an attractive way to preserve the dark sky.

E. Networking/Partnerships

When moving forward with this building, utilizing the dark sky network will be critical for growth and prosperity of the ADC. Our study has revealed many comparable institutions that leverage global partnerships to engage more people. If possible, per the marketing coordinator, place heavy emphasis on having a institution networking action plan, partnership goals with Arizona State University, Grand Canyon University, University of Arizona, Benedictine University, and local golf courses in the area.

F. Emphasis on a Gallery

Star Art. Astro Photography. Space Articles and Technology. A small gallery close to the exhibit hall will create a diverse revenue stream for the ADC. If considered, this gallery could place significant emphasis on bringing in cosmos related art that will be made available for sale. This space could concurrently work for special events, fundraising parties and late-night functions. This gallery should be in it's own space, yet not take away from the exhibit hall.

G. Exhibit Interactivity

The comparable institutions that we looked at offered interactive exhibits that triggered sight, smell, touch, and sound. Exhibits that trigger the senses have a higher likelihood of engaging potential donors and creating repeat customers. Emphasis should be placed on bringing an exciting exhibit that stirs thought and triggers the senses. For example, the Adler Planetarium in Chicago features a "Walk through Space and Time" and the Lowell Observatory has interactive graphic displays. The Oregon Museum of Science and Industry features six science "labs" where students can learn while getting their hands dirty. The Flandrau Center has hands-on and walk-through education stations for physics and planetary science.



H. Contracted Services

Services such as payroll accounting, window cleaning, and janitorial services can be contracted out. We included budget lines in the operating budget to account for these contracted services.

I. Scheduling

The proposed weekly operation schedule: open 50 weeks a year with hours 10am-3pm and 7-10pm Tuesday-Thursday and 10am-10pm Friday-Saturday. The ADC planetarium will offer 3-5 shows a day.

J. Sustaining Customer Interest

The ADC board and staff should be prepared to drum up enough enthusiasm and programming during the first year that there is not a second-year drop-off in popularity after the novelty of the new facility has evaporated. Prudent planning and a solid first year of engagement will be crucial to the continued success of the ADC. As mentioned earlier and in our following recommendations section, the board and executive staff should continue building the network of the facility, earning contracts and grants, and planning new programs or events years in advance.



IX. Recommendations

1. Establish firm estimates for construction costs via consultation with a contracting company.
2. Hire a consultant to conduct a market study specific to astroscience and the Town of Fountain Hills.
3. Develop relationships with other facilities for input (i.e. Flandrau, MCC, etc.) to foster the science network and explore affiliations with museum and space industry associations (i.e. American Association of Museums, Association of Science-Technology Center, NASA affiliation, etc.).
4. Work with the garden community to reach social feasibility and compromise.
5. Refine your organizational structure to more clearly define board member roles (i.e. establish a working board).
 - a. Define employee roles and set a timeline for the role out of curriculum, goals of the organization, exhibit topics, marketing, and staffing needs.
6. Address parking accommodations.
7. Develop a plan to raise the \$9.3 million to get this project off the ground.

Future considerations:

- What does the project timeline look like and what milestones can be accomplished in 2019?
- When will fundraising begin?
- What is a realistic deadline to reach the fundraising goal?
- In the event that the target fundraising goal is not attained by the deadline, would the ADC board consider taking out a loan?



X. Conclusion

It is in the purview of the decision of the Astroscience Discovery Center board to conclude whether they feel the project is feasible or not. The estimates generated by this study are just that – estimates. The flexible budget models (capital and operating) that we provided as companion items are intended to be useful tools that allow the ADC board to input different assumptions and see how their estimates affect projected outcomes.

Is this project feasible? Building and operating the ADC is feasible if the board decides to operate on an extremely tight budget and chooses the most economical construction options. It may be more difficult to attain if the decision is to choose unrealistically high-cost items. Both situations depend on the board's ability to raise the initial capital. There is a range of possible outcomes for this project and our goal was to produce an estimate that is as realistic as possible.

Based on the assumptions and estimates outlined in this report, the ADC would have to achieve an initial fundraising effort to the tune of \$9,300,000. This should provide enough initial capital to build the facility and sustain it for the first five years, not accounting for the revenues raised during those years.

More information is needed to move forward, and the assumptions presented in this study should be challenged. First, how likely is it that the ADC will be able to attract 20,000 paying customers in the first year and every year after? As noted earlier, this estimate is based on attendance at MCC and the Flandrau Center. But is this a high estimate or a low estimate? Without a full market study and knowledge of an advertising campaign, it is extremely difficult to determine how many guests the ADC will attract on an annual basis.

Second, it remains to be determined how much the ADC will bring in from grants, research contracts, and large donations. Our budget model projects an annual shortfall of nearly \$100,000, but that is with these three sources of revenue set at zero. If the ADC can bring in revenue from other sources, this may balance out the budget on an annual basis.

Third, LEED certification should be considered if the objective is to save money in the long term through lower utility costs. LEED certification would cost more initially but will reduce costs of future utilities. Quantifying costs for this project is outside the scope of this study.



Speaking to the potential benefits of building the ADC, building the ADC will fill a gap in space-science education for the local and neighboring area school districts. The market for observatories and planetariums has shown it's resolve through similar facilities that are able to sustain themselves.

Additionally, community support for building of the ADC is strong. This is critical for establishing a lasting relationship between the ADC and town residents. This project is supported by the mayor, the town manager, and the local school district of Fountain Hills.

Finally, the ADC may be a boon to the tourist economy in Fountain Hills and if staff are recruited from within the Town of Fountain Hills, those salaries could feed back into the local economy. Not only does the ADC contribute to the local economy in Fountain Hills, but also to the global astro-tourism industry.

We hope this study has provided new insights for the Astroscience Discovery Center board of directors and we hope the flexible budget model is a valuable decision making tool for the board as they move forward with the project.



Appendix

List of Primary Sources

Adler Planetarium: marketing, programming, curriculum, interactive space

Arizona Science Center: membership tiers, programming, event attendance, admission cost, school-specific visits

Fire Station #2 in Fountain Hills: construction costs per square foot

Flandrau Center: planetarium technology costs, observatory dome, telescope, technology management, annual visitorship, admission cost

Fountain Hills Community Center: insurance, utilities, and building maintenance

Fountain Hills Dark Sky Association: building size and layout, garden transplant expenses, estimated membership revenues, salaries and benefits

Gilbert Rotary Centennial Observatory: observatory dome, telescope

Lowell Observatory: membership tiers, interactive areas, admission cost

Mesa Community College: planetarium technology costs, administrative costs, staffing and volunteer training, annual visitorship, event attendance, school-specific visits

Oregon Museum of Science and Industry: interactive displays

Sky-Skan, Inc.: planetarium technology costs

Worthy Brewing Hopservatory: events and programming, salaries and benefits, annual visitorship, event attendance



Arizona
Dark Sky Discovery Center
and Observatory

Fountain Hills, AZ

World's 17th
International Dark Sky Community

A Dark Sky Oasis
in the
Valley of the Sun





Fountain Hills
2nd Annual
Dark Sky
Festival

Join us for a wide range of fun,
educational, and unique
experiences that celebrate the
wonders of the night sky.

FHDarkSky.com

Saturday, March 30 from 4pm-9pm at the Community Center
Visit FHDarkSky.com for details

Fountain Hills is the world's 17th International Dark Sky Community



Activities

Virtual Reality



Community Garden

River of Time Museum



Library

Astronomy Club



Star Party

Photo & Art Contest



Live Animals

Presentations

Mayor Ginny Dickey

Welcoming Address

Photo & Art Contest
Winners Announced



430p

Dr. Jeffrey Hall

The Discovery Channel Tele-
scope: Lowell Observatory's
Newest Eye on the Sky



5p

Dr. John Barentine

The Role Of Cities In
Confronting The Loss Of
Nighttime Darkness



530p

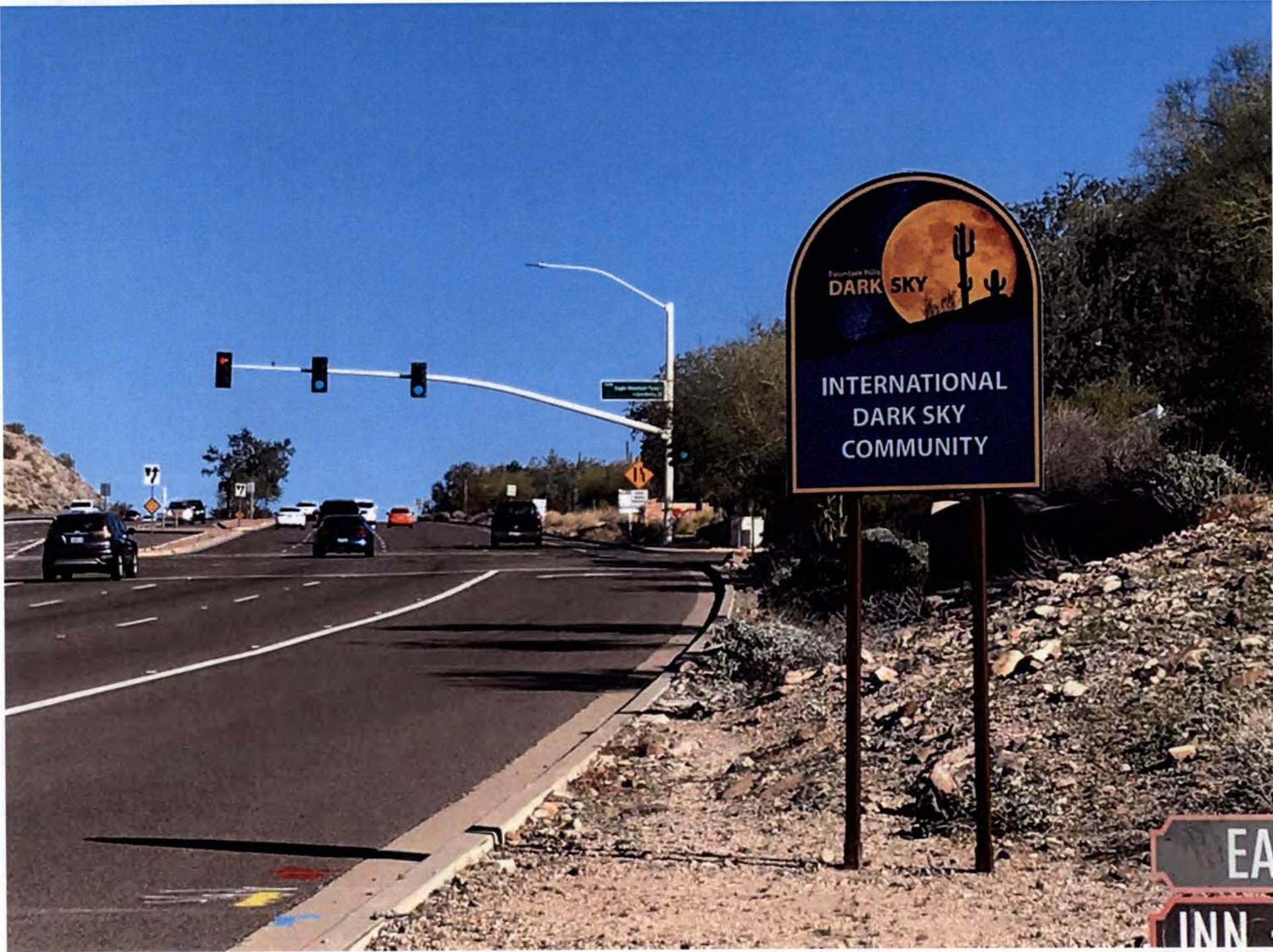
Geoffrey Notkin

The Adventures Of
A Meteorite Man



6p





Flagstaff, AZ
DARK SKY

**INTERNATIONAL
DARK SKY
COMMUNITY**

EA
INN





The logo is set against a dark blue background with a stylized horizon at the top showing a gradient from orange to blue. A white telescope is positioned vertically in the center. The word "ARIZONA" is arched above the telescope. Below the telescope, the words "DARK SKY" are in a large, bold font, and "DISCOVERY CENTER" is in a smaller font below it. At the bottom, there are stylized window shapes: a vertical rectangle, a square with a diagonal line, and two vertical rectangles.

ARIZONA

DARK SKY
DISCOVERY CENTER



ARIZONA
DARK SKY DISCOVERY CENTER

STAKEHOLDER MEETINGS

Mayor Kavanagh

Alan Magazine

Cecil Yates

Grady Miller

Dr. Cain Jagodzinski

Jenny Willigrod

Scott Soldat-Valuenza

Sharon Morgan

Joe Bill

Nancy Bill

Ted Blank

Tony Pistilli

Jay Schlum

Lisa Miller

The logo features a stylized, colorful landscape with rolling hills in shades of orange, red, and blue, set against a dark background.

ARIZONA
DARK SKY DISCOVERY CENTER

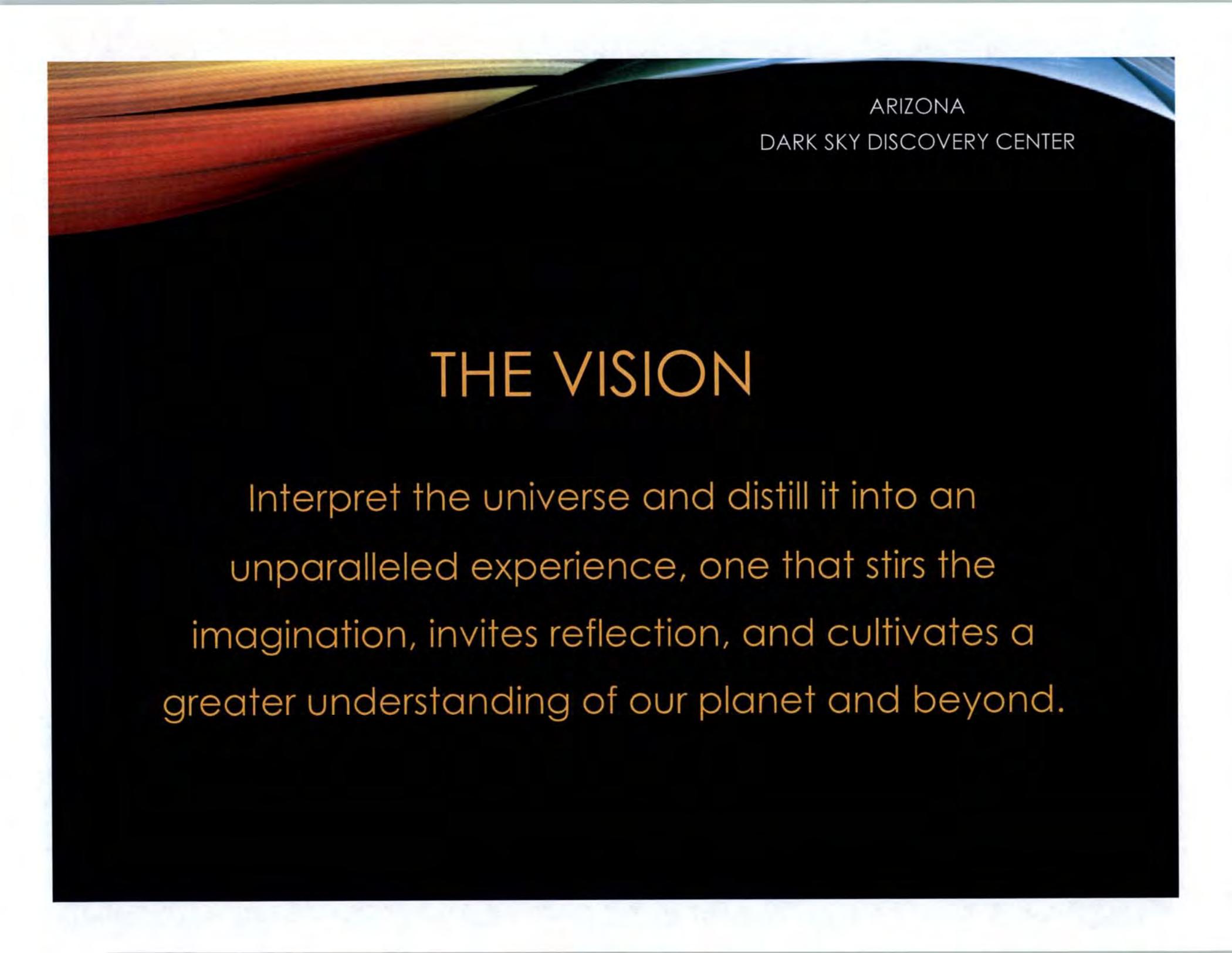
MAJOR COMPONENTS

Observatory

Exhibit Hall

Planetarium

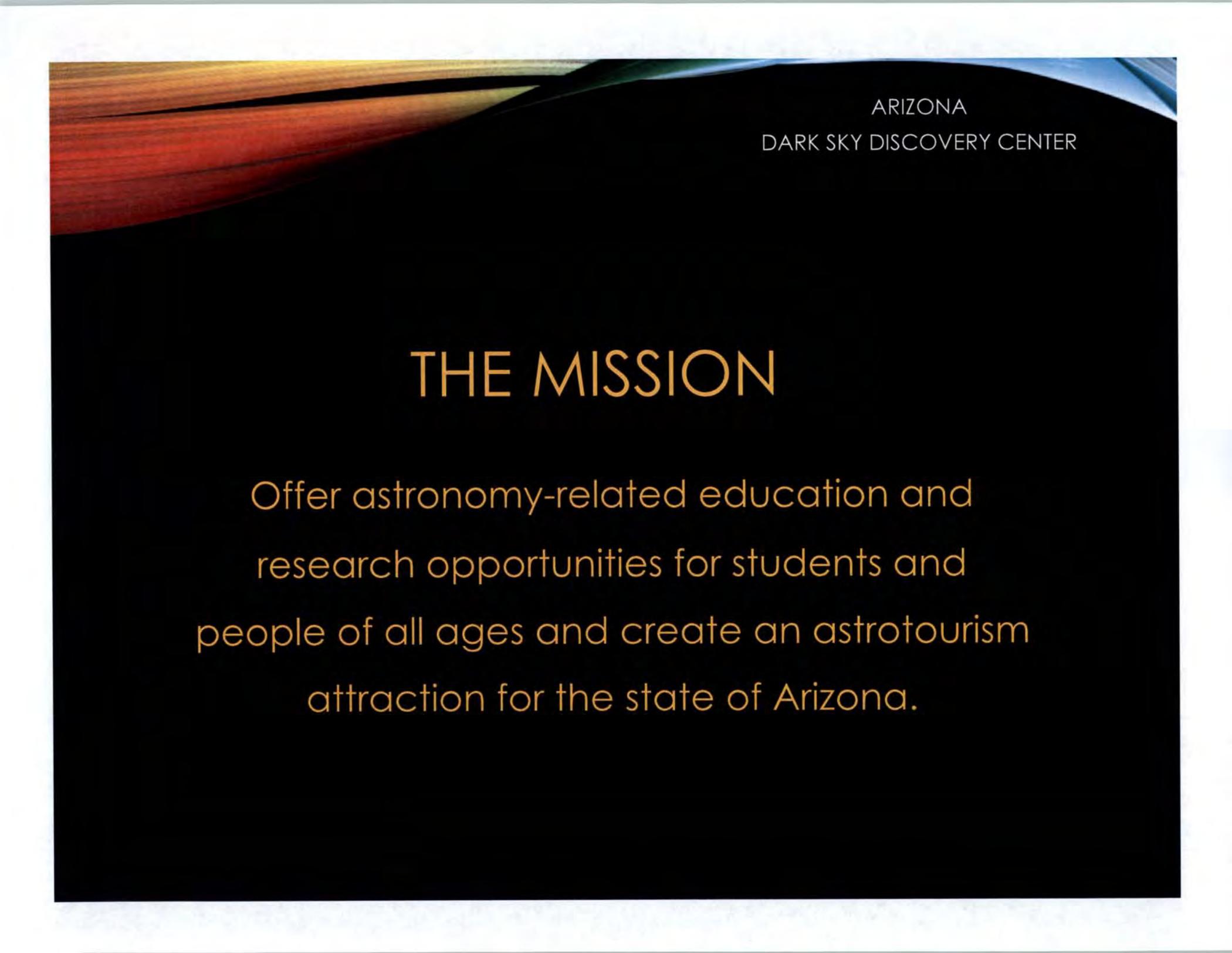
Theater / Auditorium



ARIZONA
DARK SKY DISCOVERY CENTER

THE VISION

Interpret the universe and distill it into an unparalleled experience, one that stirs the imagination, invites reflection, and cultivates a greater understanding of our planet and beyond.



ARIZONA
DARK SKY DISCOVERY CENTER

THE MISSION

Offer astronomy-related education and research opportunities for students and people of all ages and create an astrotourism attraction for the state of Arizona.



ARIZONA
DARK SKY DISCOVERY CENTER

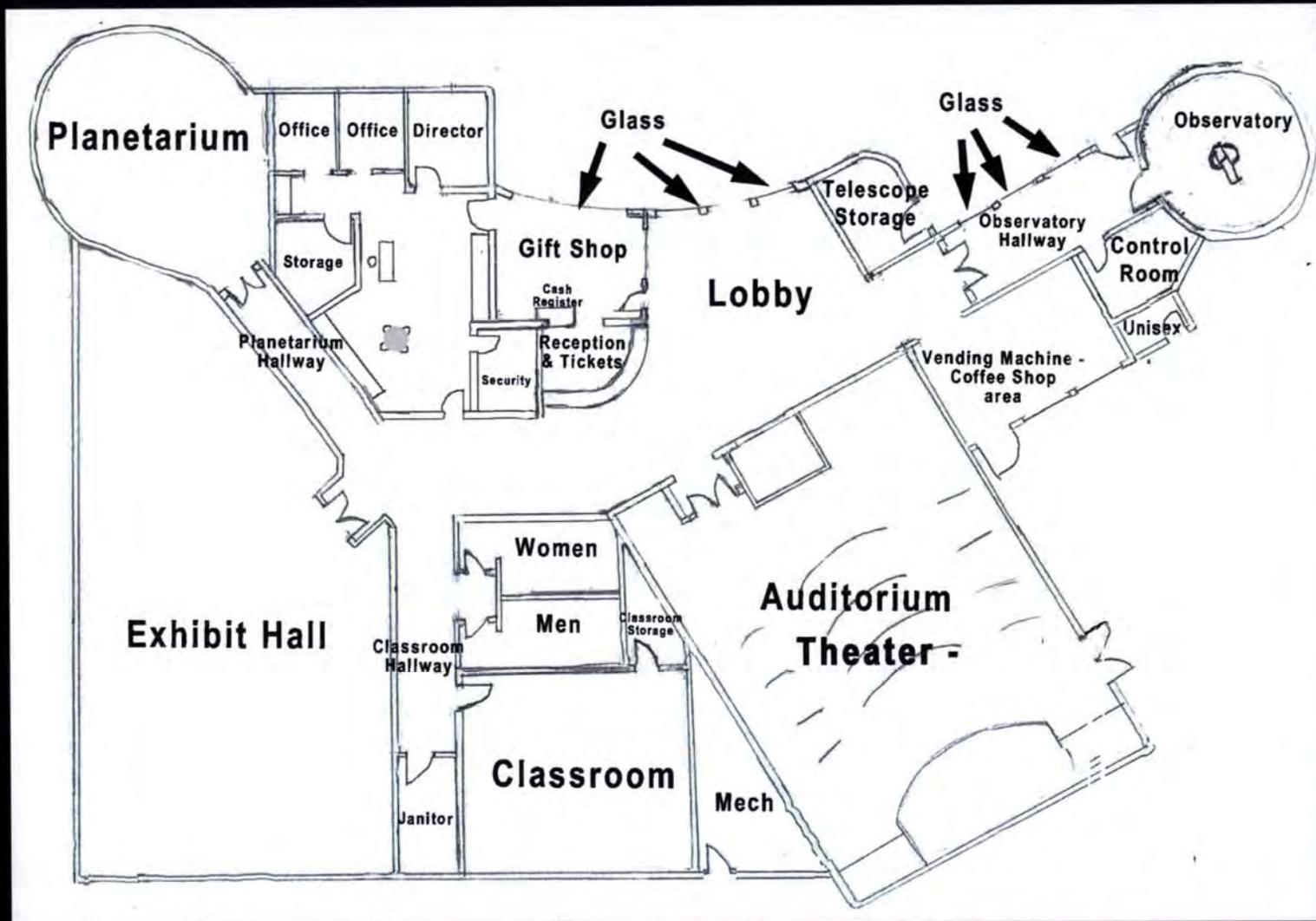
BOARD OF DIRECTORS

501 (c)3

WEBSITE

CONCEPT DESIGN

DARK SKY DISCOVERY CENTER CONCEPT DESIGN



ARIZONA
DARK SKY DISCOVERY CENTER

USAGE

LECTURES

INTERACTIVE EXHIBITS

TOURS

VIRTUAL REALITY

VIDEO PROGRAMS

ASTROPHOTOGRAPHY

TRAVELING EXHIBITS

PRESENTATIONS

ASTRONOMY CAMPS

PLANETARIUM SHOWS

LIFE-LONG LEARNING

PARTNERSHIPS

RESEARCH

TELESCOPE VIEWING

STAR PARTIES

EXHIBIT COMPETITIONS

RECEPTIONS

ARIZONA
DARK SKY DISCOVERY CENTER

OBSERVATORY – EDUCATION AND RESEARCH



ASTROPHOTOGRAPHY



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PLANETARIUM SHOWS



ARIZONA
DARK SKY DISCOVERY CENTER

PLANETARIUM
**MUSIC &
LASER
LIGHT SHOW**

8PM TUESDAY NIGHT, DOUBLE FEATURE

ARIZONA
DARK SKY DISCOVERY CENTER

INTERACTIVE
EXHIBITS



ARIZONA
DARK SKY DISCOVERY CENTER

VIRTUAL REALITY STATIONS



ARIZONA
DARK SKY DISCOVERY CENTER

PRESENTATIONS



TED



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DARK SKY DISCOVERY CENTER

**MOVIE THEATERS
ARE
AWESOME**



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DARK SKY DISCOVERY CENTER

CLASSES



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DARK SKY DISCOVERY CENTER

STUDENT TOURS



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DARK SKY DISCOVERY CENTER

ASTRONOMY CAMPS

UA Fusion Camps
Where Science Comes Out to Play



ARIZONA
DARK SKY DISCOVERY CENTER

EVENTS



ARIZONA
DARK SKY DISCOVERY CENTER



Astrotourism on the rise

The New York Times

THE GETAWAY

Your Next Trip? It's Written in the Stars

Resorts, parks and attractions in the United States, Canada, Mexico and beyond are expanding the galaxy of what has become known as astrotourism.

By Elaine Glusac

Sept. 3, 2018

ARIZONA
DARK SKY DISCOVERY CENTER

ASTROTOURISM

NIGHTGAZERS
ASTRO TOURISM

AUSTRALIA

Discover the Wonder

IRELAND ASTROTOURISM

Chile

What to do in Chile

Astrotourism

Find your Chile

Thinking outside of the box

ARIZONA
DARK SKY DISCOVERY CENTER

LASER TOURS OF NIGHT SKY



TELESCOPES ON HOTEL BALCONIES



ASTRO-THEMED FOOD AND DRINKS



Starry Night Marguarita

Galaxy Dessert





STARGAZING DINNER SERIES



Fountain Hills is one of only 22 International Dark Sky Communities. A top destination for stargazers and astronomers, come take in our stunning night skies.

SEATING IS LIMITED. CONTACT US TODAY TO BOOK YOUR STARGAZING DINNER EXPERIENCE!

CopperWynd's exclusive stargazing dinner series is held every Wednesday on our event lawn. Astronomers guide you through laser-powered constellation tours to see craters on the moon, the rings of Saturn, Jupiter's Galilean moons, star clusters, galaxies, nebulae and more! Enjoy a prix fixe dinner menu complete with wine pairings while you explore the night sky.

Upcoming Events:

- MAY** Sipping Under the Stars featuring XX wine
- JUNE** Astronomy on Tap featuring Bone Haus Brewing
- JULY** Milky Way and Agave featuring small batch tequila tastings
- AUGUST** Craft Cocktails and Constellations

CALL 480.333.1900 OR EMAIL SALES@COPPERWYND.COM FOR MORE INFORMATION.





COPPERWYND
RESORT & CLUB

EXPLORE THE
NIGHT SKY



Stargazing
Dinner Series
Wednesdays
8:00PM-10:00PM

LEARN MORE



COPPERWYND
RESORT & CLUB



Stargazing Dinner Series
WEDNESDAYS 8:00PM-10:00PM

LEARN MORE



COPPERWYND
RESORT & CLUB



Stargazing Dinner Series
Wednesdays
8:00PM-10:00PM

LEARN MORE

copperwynd

STARGAZING
DINNER
SERIES



likes

copperwynd

CopperWynd's exclusive stargazing dinner series is held every Wednesday on our event lawn. Astronomers guide guests through laser-powered constellation tours to see craters on the moon, the rings of Saturn, Jupiter's Galilean moons, star clusters, galaxies, nebulae and more! Enjoy a prix fixe dinner menu complete with wine pairings while you explore the night sky.

Call 480.333.1900 or email sales@copperwynd.com to book your stargazing experience.


COPPERWYND
RESORT & CLUB

**STARGAZING
DINNER
SERIES**

WEDNESDAYS | 8:00PM-10:00PM

The Star Dudes



*Fountain Hills is
one of only 22
International Dark
Sky Communities.
A top destination
for stargazers and
astronomers, come
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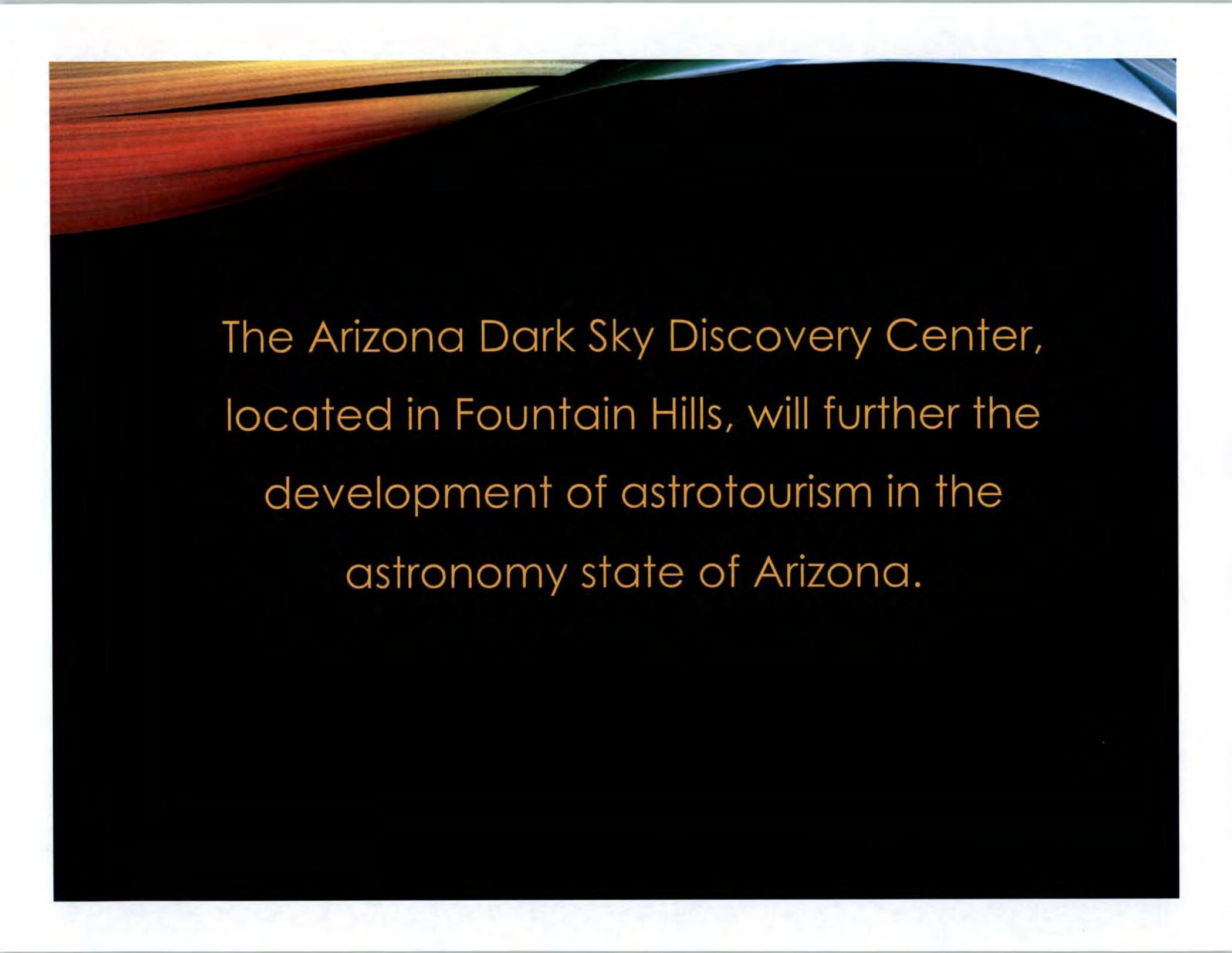
SEATING IS LIMITED. CONTACT US TODAY TO
BOOK YOUR STARGAZING DINNER EXPERIENCE!

CALL 480.333.1908 OR EMAIL SALES@COPPERWYND.COM
FOR MORE INFORMATION



*ASTRONOMERS ALSO AVAILABLE FOR PRIVATE
EVENTS. ADVANCED BOOKING REQUIRED.


COPPERWYND
RESORT & CLUB



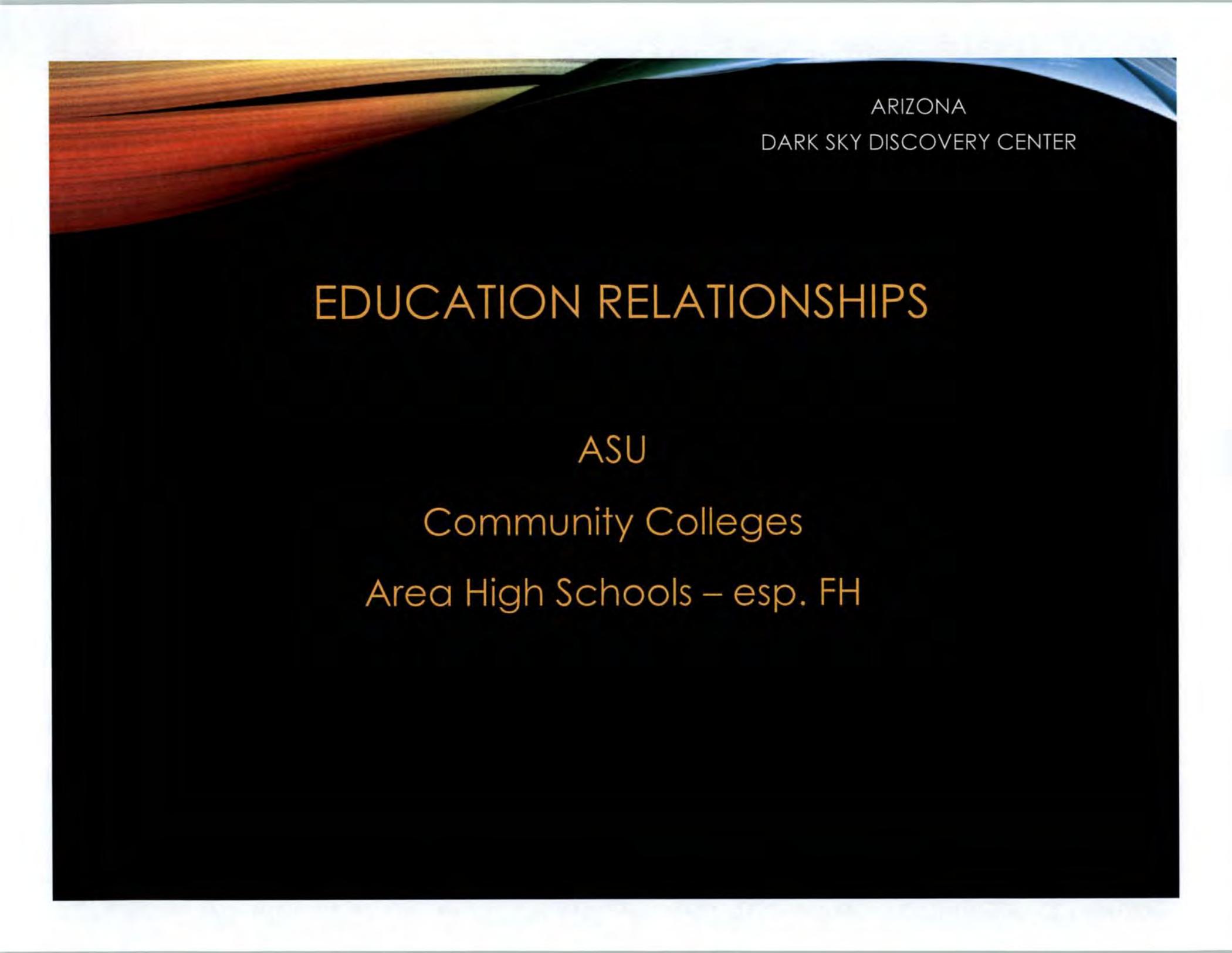
The Arizona Dark Sky Discovery Center,
located in Fountain Hills, will further the
development of astrotourism in the
astronomy state of Arizona.



ARIZONA
DARK SKY DISCOVERY CENTER

“The Fountain Hills Chamber supports the development of a Dark Sky Discovery Center for residents and visitors. We believe it will be an extraordinary asset to Fountain Hills, the metro area, and the State of Arizona.”

Scott Soldat-Valuenza, CEO, Fountain Hills Chamber of Commerce



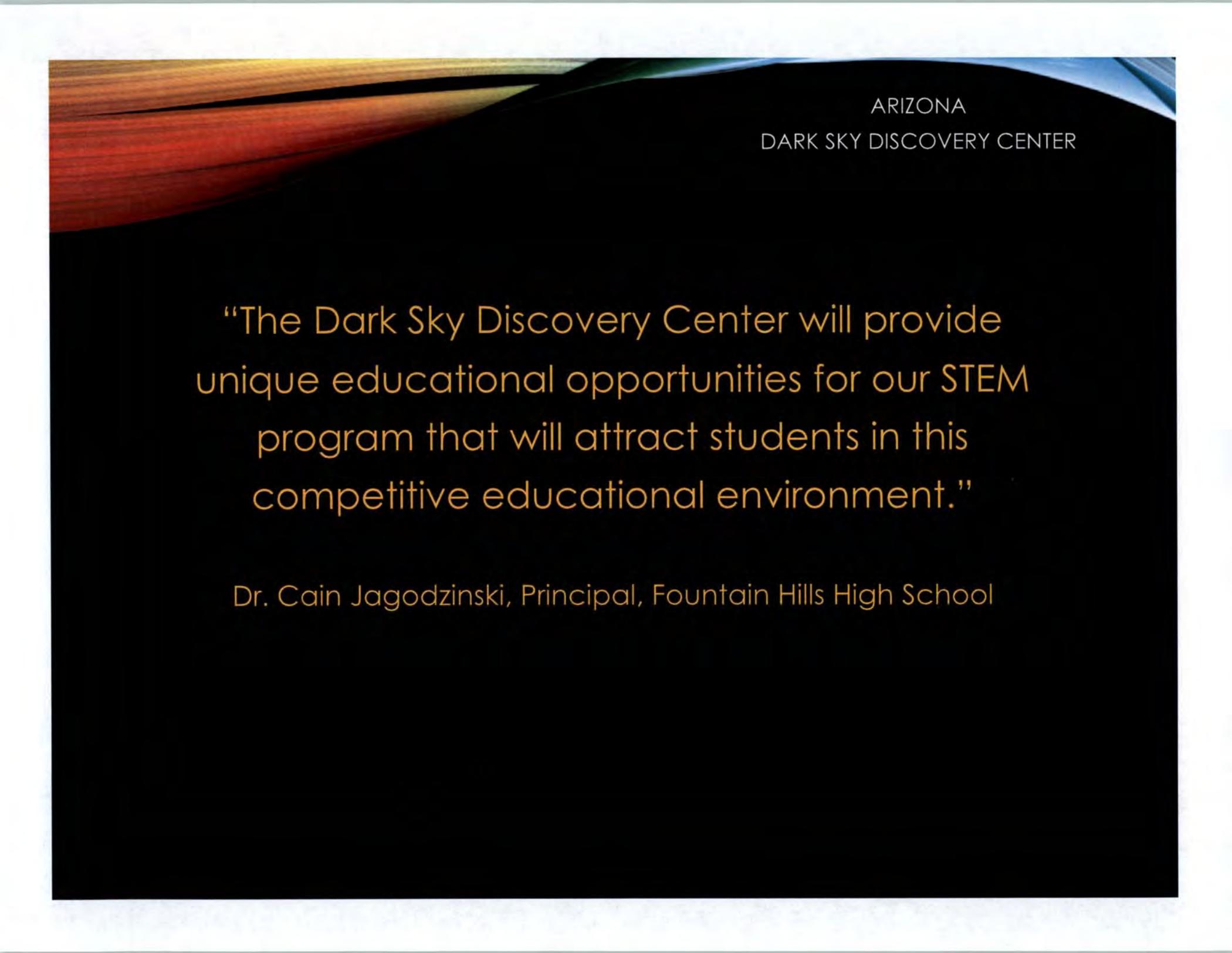
ARIZONA
DARK SKY DISCOVERY CENTER

EDUCATION RELATIONSHIPS

ASU

Community Colleges

Area High Schools – esp. FH



ARIZONA
DARK SKY DISCOVERY CENTER

“The Dark Sky Discovery Center will provide unique educational opportunities for our STEM program that will attract students in this competitive educational environment.”

Dr. Cain Jagodzinski, Principal, Fountain Hills High School

ARIZONA
DARK SKY DISCOVERY CENTER

ASU FEASIBILITY STUDY

SOME KEY FINDINGS

Multiple Partnership Opportunities

Astro Art Gallery

Estimated 20,000 paying visitors per year

Four full-time positions

Director

Education Coordinator

Marketing Coordinator

Volunteer Coordinator



ARIZONA
DARK SKY DISCOVERY CENTER

INTEGRATED MARKETING

Dark Sky Discovery Center

Community Garden

River of Time Museum

Sculpture Garden



ARIZONA
DARK SKY DISCOVERY CENTER

INTEGRATED MARKETING

Town of Fountain Hills Tourism

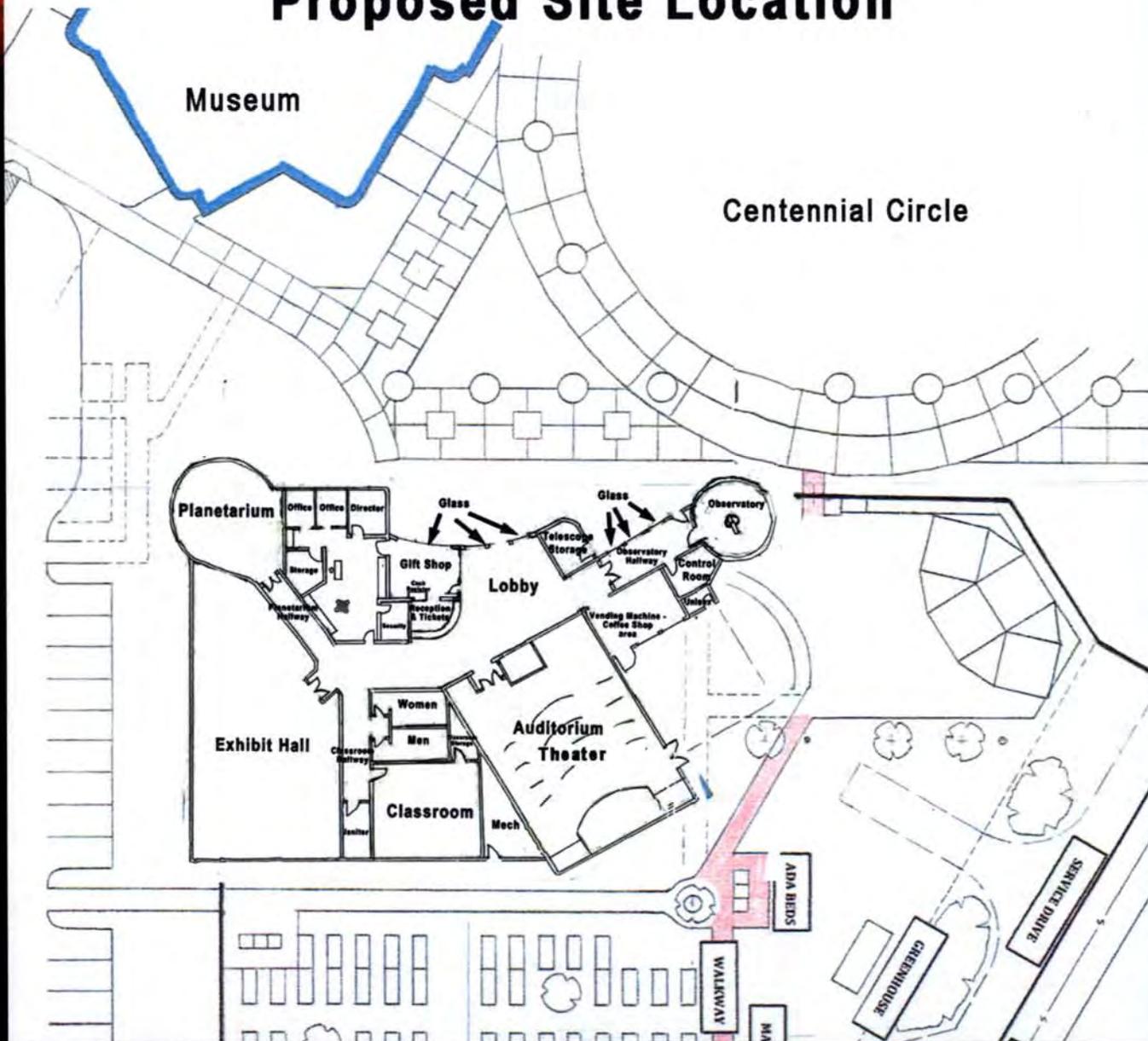
Chamber of Commerce

Fort McDowell

Copperwynd

Local Restaurants

Dark Sky Discovery Center Proposed Site Location



ARIZONA



DARK SKY
DISCOVERY CENTER





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: David Pock, Finance Director, 480-816-5162; dpock@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF RESOLUTION 2019-25 LEVYING upon the assessed valuation of the property within the Town of Fountain Hills subject to ad valorem taxation, a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, specifically for the purpose of paying principal and interest upon bonded indebtedness; all for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Applicant: Click or tap here to enter text.

Applicant Contact Information: Click or tap here to enter text.

Owner: Click or tap here to enter text.

Owner Contact Information: Click or tap here to enter text.

Property Location: Click or tap here to enter text.

Related Ordinance, Policy or Guiding Principle: Click or tap here to enter text.

Staff Summary (background): Since 1991, the voters of Fountain Hills have approved bond issues for paving roads, construction of the Library/Museum buildings and the purchase of open space. The annual payment on the bonds (debt service) is repaid through an ad valorem property tax on all property owners in Fountain Hills. The FY 2019-20 debt service payment is \$1,986,373. The amount of \$1,674,485 will be submitted to Maricopa County to calculate the rate. Based on the 2019 limited property (primary) assessed valuation of \$565,851,508, the tax rate is estimated to be \$0.3382 per \$100 of assessed valuation (compared to \$0.4257 last year).

Risk Analysis (options or alternatives with implications): The annual cost to a homeowner with a limited property (primary) assessed valuation of \$300,000 would be approximately \$101.46.

Fiscal Impact (initial and ongoing costs; budget status): \$1,674,485

Budget Reference (page number): pp 328,333

Funding Source: NA

If Multiple Funds utilized, list here: Click or tap here to enter text.

Budgeted; if No, attach Budget Adjustment Form: NA

Recommendation(s) by Board(s) or Commission(s): Click or tap here to enter text.

Staff Recommendation(s): Approve

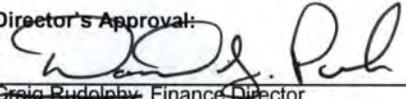
List Attachment(s): Resolution 2019-25

SUGGESTED MOTION (for Council use): Move to approve RESOLUTION 2019-25.

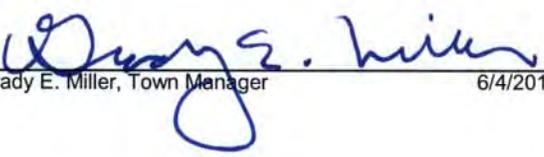
Prepared by:

NA 8/2/2017

Director's Approval:


DAVID POCK
Approved: 6/4/2019

Grady E. Miller, Finance Director
6/4/2019


Grady E. Miller, Town Manager 6/4/2019

RESOLUTION 2019-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FOUNTAIN HILLS SUBJECT TO AD VALOREM TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, SPECIFICALLY FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020.

WHEREAS, the Mayor and Town Council of the Town of Fountain Hills (the "Town Council") is required by ARIZ. REV. STAT §§ 42-17151 and 42-17253 to adopt an annual tax levy based upon the rate to be assessed per each one hundred dollars (\$100.00) of valuation of real and personal property within the corporate limits of the Town of Fountain Hills (the "Town"); and

WHEREAS, by the provisions of State Law, a resolution levying the property taxes for fiscal year 2019-20 is required to be finally adopted on or before the third Monday in August and not less than fourteen days after a hearing on the tax levy is held; and

WHEREAS, the Town Council held a public hearing on the tax levy and adopted the Town's annual budget by Resolution 2019-24 on June 4, 2019, at least fourteen days prior to the adoption of this Resolution 2019-25; and

WHEREAS, Maricopa County is the assessing and collecting authority for the Town.

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

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

SECTION 2. There is hereby levied on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the Town of Fountain Hills, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.3382, or such other rate as determined by the Maricopa County Treasurer to be sufficient to raise the sum of \$1,674,485, for the purpose of paying principal and interest on bonded indebtedness for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

SECTION 3. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the Town of Fountain Hills upon such property for the delinquent

taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. The Town Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 5. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 18, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Ginny Dickey, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Aaron D. Arnson, Pierce Coleman PLLC
Town Attorney

CERTIFICATION

I, Elizabeth A. Burke, the duly appointed Clerk of the Town of Fountain Hills, do hereby certify that the above and foregoing Resolution No. 2019-25 was duly passed by the Mayor and Council of the Town of Fountain Hills, at a regular meeting held on June 18, 2019, and the roll call of the vote thereon was ___Ayes and ___Nays and that the Mayor and ___Councilmembers were present thereat.

Elizabeth A. Burke, District Clerk
Town of Fountain Hills, Arizona



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Development Services

Staff Contact Information: Marissa Moore, Senior Planner, mmoore@fh.az.gov

REQUEST TO COUNCIL (Agenda Language):

PUBLIC HEARING and CONSIDERATION OF a request for a second six-month extension to the approved SPECIAL USE PERMIT #SU2018-01 to allow Verizon Wireless to install a cellular antenna with associated roof-mounted equipment to be 2-feet 4-inches above the maximum allowed height of 54 feet at 16845 E Avenue of the Fountains.
Case# SU2018-01

Applicant: Darren Snodgrass for Verizon Wireless

Applicant Contact Information: 222 S. 52nd Street, Ste. 1; Tempe, AZ 85281; (480) 340-0769

Owner: RCS-Park Place 1 LLC - Jay Northrop

Owner Contact Information: P371 Centennial Blvd, No. 200, Louisville, CO 80027, (602)980-7789

Property Location: 16845 E Avenue of the Fountains, Fountain Hills, AZ 85268 (APN 176-25-641)

Related Ordinance, Policy or Guiding Principle:

General Plan 2010 Chapter 5

Fountain Hills Zoning Ordinance Chapter 2, Section 2.02 Special Use Permits

Fountain Hills Zoning Ordinance Chapter 17 Wireless Telecommunications Towers and Antennas

Staff Summary (background):

Per Chapter 2 of the Zoning Ordinance, a building permit for the construction of any improvements allowed by any special use permit issued by the Town Council shall be secured within six (6) months from the date of approval. Prior to the termination of this time limit, the applicant may make a written request to the Town Council and the Council may reconsider said use permit to determine if the permit should be reissued for an additional time period or be terminated.

The subject Special Use Permit was approved on June 19, 2018. Due to no building permit being secured within 6 months of the original approval, the applicant requested a six-month extension, which was approved by Town Council December 18, 2018. This first extension will expire on June 18, 2019. On May 28, 2019, the applicant submitted an application requesting a second six-month extension to SUP 2018-01.

The Verizon Wireless site is located on the roof of Park Place, Phase 1 at 16845 Avenue of the Fountains. The placement of the proposed wireless facilities is part of a plan to install three (3) antennas with associated screens on the roof of Park Place 1 Building D. All three antennas are included in the Special Use Permit because they do not meet the zoning requirement to be located outside of a 300-foot radius from a residentially zoned and platted property.

The "Sector Beta" tower, on the northeast corner of the building, has an additional Special Use Permit requirement due to the antenna and screen exceeding this maximum allowed height. This proposed wireless antenna and screen is 57-feet 11-inches from existing grade, which is 3-feet 11-inches above the maximum allowed height of 54 feet for this property.

Risk Analysis (options or alternatives with implications):

If the request for a second six-month extension is approved, the applicant is granted an additional six months to submit for a building permit to construct the wireless facilities as presented.

If the request for an extension is denied, the applicant will not be able to construct the wireless facilities as presented. Additionally, Chapter 2 of the Zoning Ordinance states, "No person shall reapply for the same or substantially the same use permit on the same or substantially the same plot, lot, or parcel of land within a period of one (1) year from the date of denial of said use permit."

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

Budget Reference (page number): NA

Funding Source: NA

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: NA

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

At the December 18, 2018 meeting, Town Council voted unanimously (7-0) to approve the Special Use Permit extension as presented.

Staff Recommendation(s):

Staff recommends the Town Council APPROVE the request for a second six-month extension to the approved Special Use Permit to allow Verizon Wireless to install three cellular antennas, subject to all of the conditions of the approved Special Use Permit.

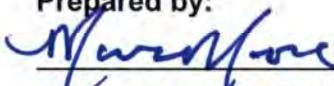
List Attachment(s):

Applicant's letter requesting a six month extension
Application
Approved site plan

SUGGESTED MOTION (for Council use)

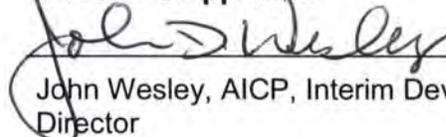
Motion to APPROVE a second six-month extension to Special Use Permit #SU2018-01 to allow Verizon Wireless to install three cellular antennas with associated roof-mounted equipment subject to all the conditions of the approved Special Use Permit.

Prepared by:



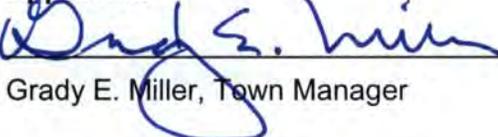
Marissa Moore, AICP Senior Planner
6/10/2019

Director's Approval:



John Wesley, AICP, Interim Development Services
Director

Approved:



Grady E. Miller, Town Manager
6/10/2019



DO Not write in this space –official use only
 Filing Date _____
 Accepted By _____
 Fee Accepted _____
 Case Manager _____

The Town of Fountain Hills

PLANNING & ZONING DEPARTMENT - APPLICATION

<input type="checkbox"/> Abandonment (Plat or Condominium)	<input type="checkbox"/> Appeal of Administrator's Interpretation
<input type="checkbox"/> Area Specific Plan & Amendments	<input type="checkbox"/> Concept Plan
<input type="checkbox"/> Condominium Plat	<input type="checkbox"/> Cut/Fill Waiver
<input type="checkbox"/> Development Agreement	<input type="checkbox"/> HPE Change or Abandonment
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Ordinance (Text Amendment)
<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Preliminary / Final Plat
<input type="checkbox"/> Replat (Lot joins, lot splits, lot line adjustments)	<input type="checkbox"/> Special Use Permit & Amendments
<input type="checkbox"/> Rezoning (Map)	<input type="checkbox"/> Temporary Use Permit (Median Fee, if applicable)
<input type="checkbox"/> Site Plan Review (vehicles sales)	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Variance	

PROJECT NAME / NATURE OF PROJECT:
 Verizon Wireless - Wireless Facilitie PHO Fountain Hills

LEGAL DESCRIPTION: Plat Name No.208 Block 7 Lot 5
PROPERTY ADDRESS: 16845 E. Avenue of the Fountains, Fountain Hills, AZ 85268
PARCEL SIZE (Acres) 2.33 **ASSESSOR PARCEL NUMBER** 176-25-641
NUMBER OF UNITS PROPOSED N/A **TRACTS** N/A
EXISTING ZONING TCCD **PROPOSED ZONING** TCCD

Applicant

Mrs. Darren Snodgrass for Verizon Wireless Day Phone 480-340-0769
 Mr.
 Ms. Address: 222 S. 52nd Street, Suite 1 City: Tempe State: AZ Zip: 85281
 Email: dsnodgrass@velocitel.com

Owner

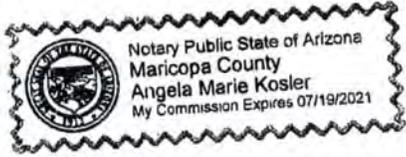
Mrs. RCS- Park Place1 LLC, Day Phone 602-980-7789
 Mr.
 Ms. Address: 371 Centennial Blvd No 200 City: Louisville State: CO Zip: 80027

If application is being submitted by someone other than the owner of the property under consideration, the section below must be completed.

SIGNATURE OF OWNER _____ **DATE** 5/28/19
 I HEREBY AUTHORIZE Darren Snodgrass TO FILE THIS APPLICATION.

Subscribed and sworn before me this 28th day of May 2019.
 My Commission Expires 7/19/2021

 Notary Public



Case File Number

**Town of Fountain Hills for Review
Narrative
Second Extension Request for Special Use Permit Approval #SU2018-01**

Subject Project Location:

Address: 16845 E. Ave of the Fountains.
Fountain Hills, AZ. 85268,

Legal: FOUNTAIN HILLS; LOT 5 BLK 7 PLAT NO 208
APN: 176-25-641
Zoning: TCCD
Lot Size: Lot size 101,704 sq.ft.

Project Representatives

Velocitel, LLC
Darren Snodgrass
Market Director, Southwest Region
222 S 52nd Street
Tempe, AZ

Verizon Wireless
Bryan Rudd
Real Estate Specialist III
126 W Gemini
Tempe, AZ

Explanation of Need for Extension

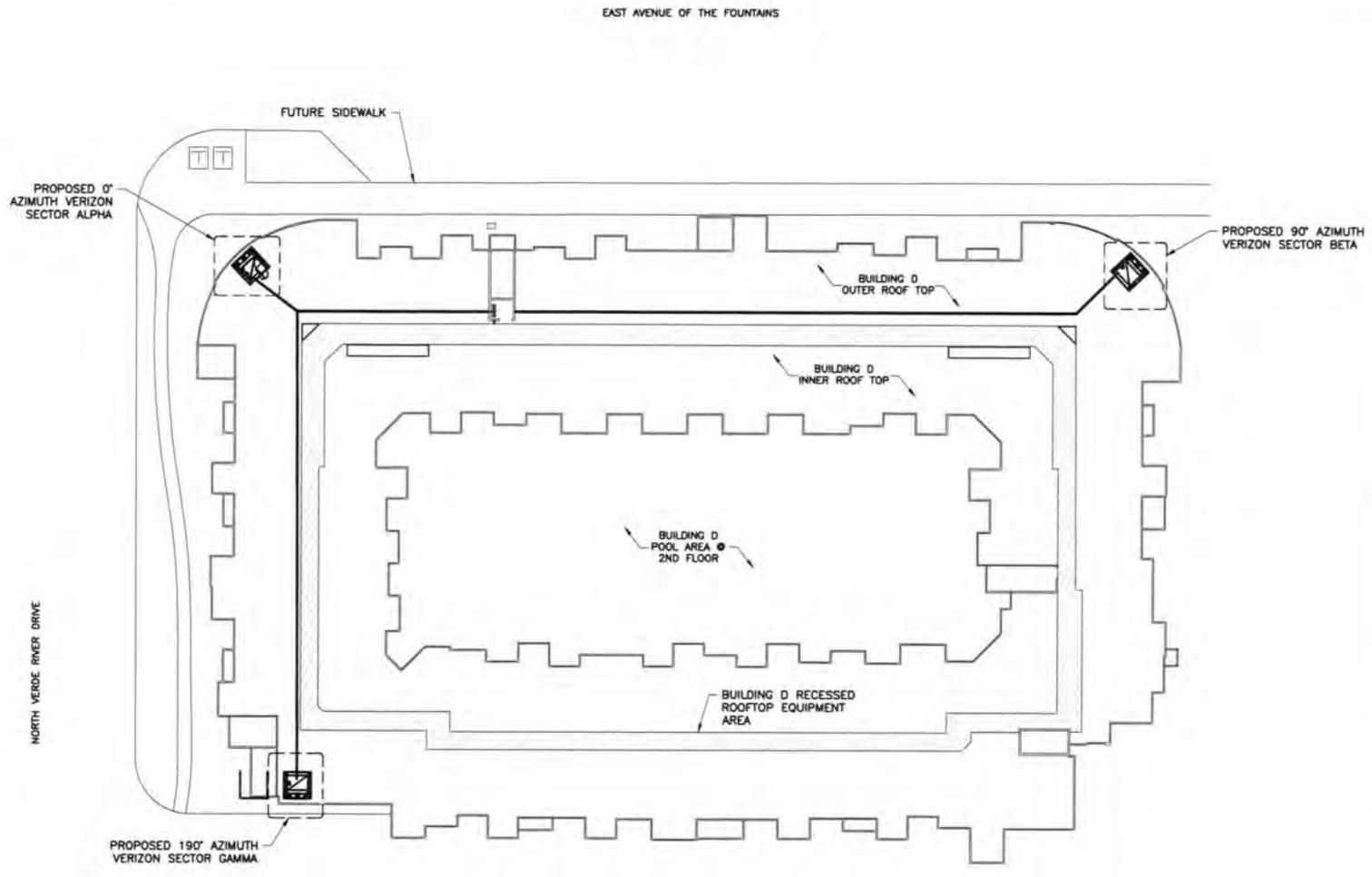
It is our intention to have the plans into the Building Permit Review process in the immediate future, should the review by the city prove unable to be completed by the date of the expiration of the first extension we would like to request a second extension to cover the time overlap. This proposal before you today is to request a second six month extension for Special Use Permit #SU2018-01. In the time since our original approval on June 19, 2018 efforts have been made to bring this project to a satisfactory conclusion.

Respectfully submitted,

Darren S. Snodgrass

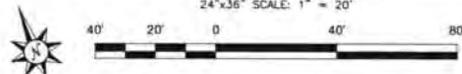
480-340-0769
dsnodgrass@velocitel.com





ROOFTOP ANTENNA ORIENTATION PLAN - BUILDING D

11'x17' SCALE: 1" = 40'
 24'x36' SCALE: 1" = 20'



PREPARED FOR:
verizon
 VERIZON WIRELESS SERVICES
 126 WEST GEMINI DRIVE
 TEMPE, AZ 85283

PREPARED BY:
FDH VELOCITEL
 ENGINEERING INNOVATION
VELOCITEL, INC. 1044 FORT BELLEVILLE
 1000 P. INTERNATIONAL BLVD. CHANDLER, AZ 85224
 PHONE: 480.948.0000

DRAWN BY: DPC
 CHECKED BY: ds
 APP'D: N/A

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
01/11/18	ZONING	A	ds
04/09/18	ZONING	B	ds
04/27/18	ZONING	C	ds

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF FDH VELOCITEL IS PROHIBITED.

TOWER OWNER:
 RCS-PARK PLACE 1 LLC

SITE ADDRESS:
 16845 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

SITE NAME:
 PHO FOUNTAINS

SHEET TITLE:
 ROOFTOP ANTENNA ORIENTATION
 PLAN - BUILDING D

SHEET NUMBER:
C-1

PROPOSED VERIZON CABINET
BEHIND STEALTH SCREEN.

PROPOSED VERIZON (8'-0" H x 10'-0" W x 10'-0" D)
STEALTH CONCEALMENT ON SLED TO MATCH
BUILDING MATERIALS AND PAINT
(6'-0" TALL ANTENNAS) (TYP.)
(DESIGNED AND PROVIDED BY OTHERS)
DRAWN ASKEW TO MATCH 45° ANGLE OF WALL



PROPOSED SECTOR ALPHA BUILDING D ELEVATION – NORTH
PROPOSED ANTENNA AZIMUTH: 0° NOT TO SCALE

PREPARED FOR:
verizon
VERIZON WIRELESS SERVICES
126 WEST GEMINI DRIVE
TEMPE, AZ 85283

PREPARED BY:
FDH VELOCITEL
ENGINEERING INNOVATION
VELOCITEL, INC. 40-A FOWLER BLVD.
PHOENIX, ARIZONA 85044

DRAWN BY: DPC
CHECKED BY: JD
APP'D: N/A

SUBMITTALS					
DATE	DESCRIPTION	REV	ISSUED BY	BY	DATE
01/11/18	ZONING	A	db		
04/09/18	ZONING	B	db		
04/27/18	ZONING	C	db		

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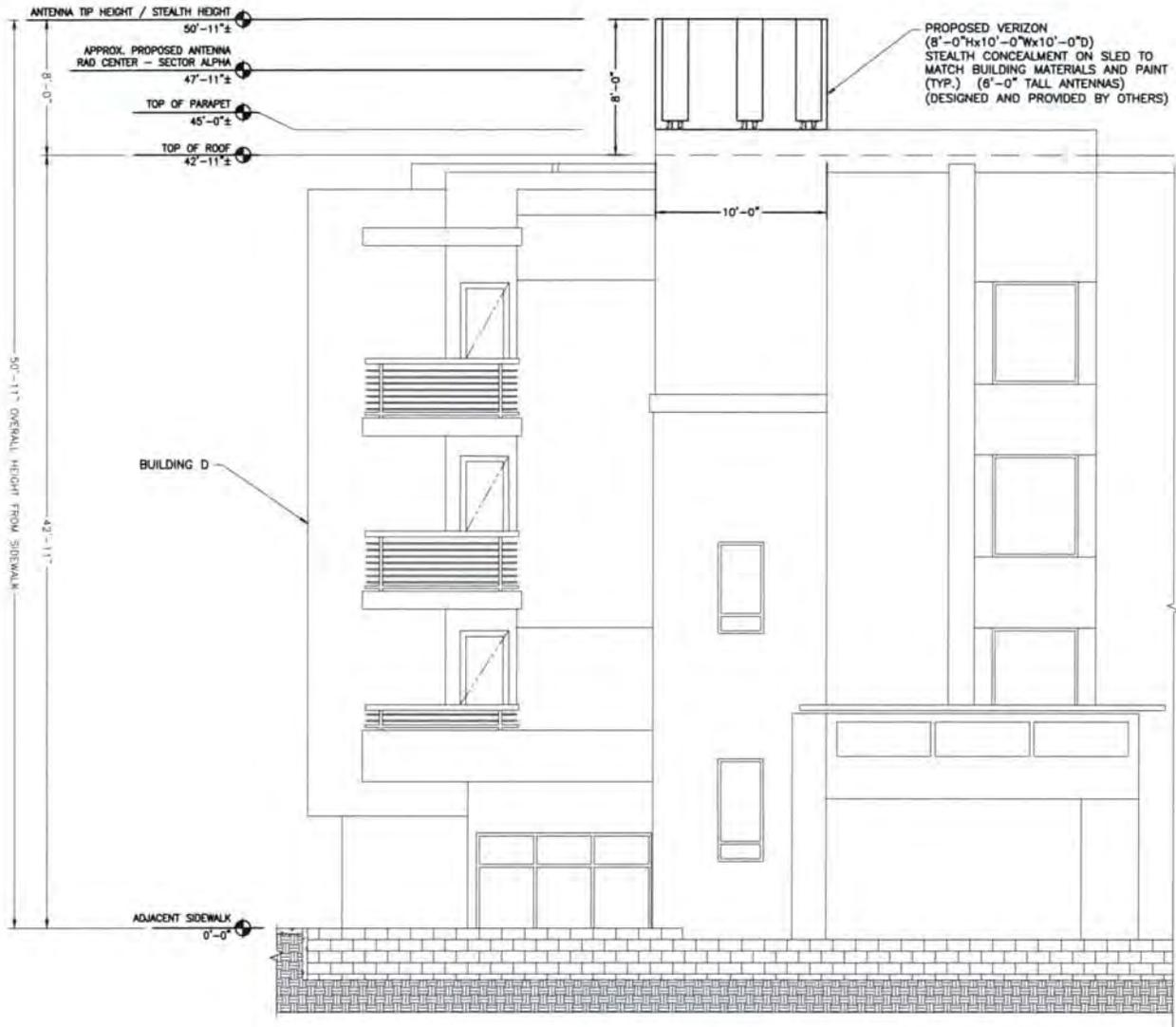
TOWER OWNER:
RCS-PARK PLACE 1 LLC

SITE ADDRESS:
10845 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

SITE NAME:
PHO FOUNTAINS

SHEET TITLE
BUILDING D - ELEVATION
SECTOR ALPHA

SHEET NUMBER
C-3



PROPOSED VERIZON
 (8'-0" x 10'-0" x 10'-0")
 STEALTH CONCEALMENT ON SLED TO
 MATCH BUILDING MATERIALS AND PAINT
 (TYP.) (6'-0" TALL ANTENNAS)
 (DESIGNED AND PROVIDED BY OTHERS)

PROPOSED SECTOR GAMMA
 PROPOSED ANTENNA AZIMUTH: 190'
BUILDING D ELEVATION - SOUTH
 NOT TO SCALE

PREPARED FOR:

VERIZON
 VERIZON WIRELESS SERVICES
 126 WEST GEMINI DRIVE
 TEMPE, AZ 85283

PREPARED BY:

FDH VELOCITEL
 ENGINEERING INNOVATION
 16845 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268
 PHONE: 480.484.8800

DRAWN BY: OPC
CHECKED BY: JS
APP'D: N/A

SUBMITTALS				
DATE	DESCRIPTION	REV	ISSUED BY	BY
01/11/18	ZONING	A	ds	
04/08/18	ZONING	B	ds	
04/27/18	ZONING	C	ds	

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TOWER OWNER:
 RCS-PARK PLACE 1 LLC

SITE ADDRESS:
 16845 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

SITE NAME:
 PHO FOUNTAINS

SHEET TITLE
 BUILDING D - ELEVATION
 SECTOR GAMMA

SHEET NUMBER
 C-5



PHOTO SIM BETA SECTOR



ORIGINAL BETA SECTOR

PREPARED FOR:

verizon[®]

VERIZON WIRELESS SERVICES
126 WEST GEMINI DRIVE
TEMPE, AZ 85283

PREPARED BY:

FDH VELOCITEL[®]

ENGINEERING INNOVATION

MILWAUKEE, WI, USA (FOR REGISTRATION)
20015 W. GREENHURST WOODS DR. CHANDLER, AZ 85224
PHONE: (480) 844-2400

NOT FOR
CONSTRUCTION

DRAWN BY: OPC
CHECKED BY: db
APPV'D: N/A

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
08/28/18	PHOTO SIM	0	db

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TOWER OWNER:
RCS-PARK PLACE 1 LLC

SITE ADDRESS:
16845 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

SITE NAME:
PHO FOUNTAINS

SHEET TITLE
PHOTO SIM

SHEET NUMBER
PS-2 BETA



PHOTO SIM GAMMA SECTOR



ORIGINAL GAMMA SECTOR

PREPARED FOR:
verizon^v
 VERIZON WIRELESS SERVICES
 120 WEST GEMINI DRIVE
 TEMPE, AZ 85283

PREPARED BY:
FDH VELOCITEL[®]
 ENGINEERING INNOVATION
WELLSVILLE, INC. 1000 FORD STREET
 WELLSVILLE, PA 16801-1000
 717.841.1000 FAX 717.841.1001
 WWW.FDHVELOCITEL.COM

NOT FOR
 CONSTRUCTION

DRAWN BY: DPC
 CHECKED BY: db
 APPY'D: N/A

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
08/28/18	PHOTO SIM	0	db

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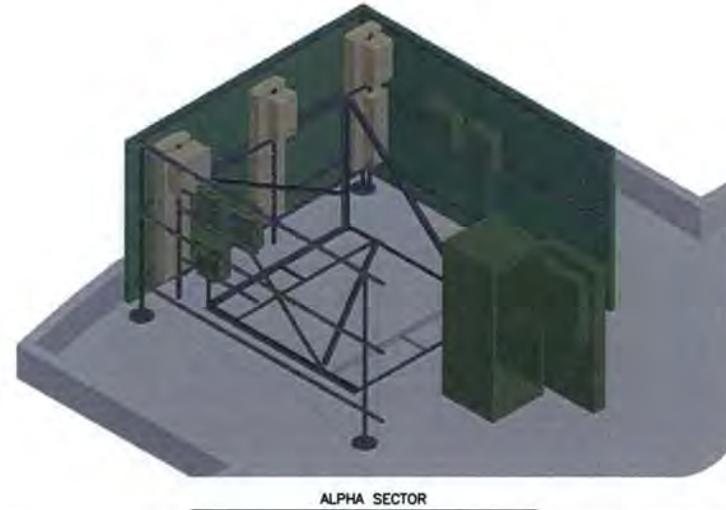
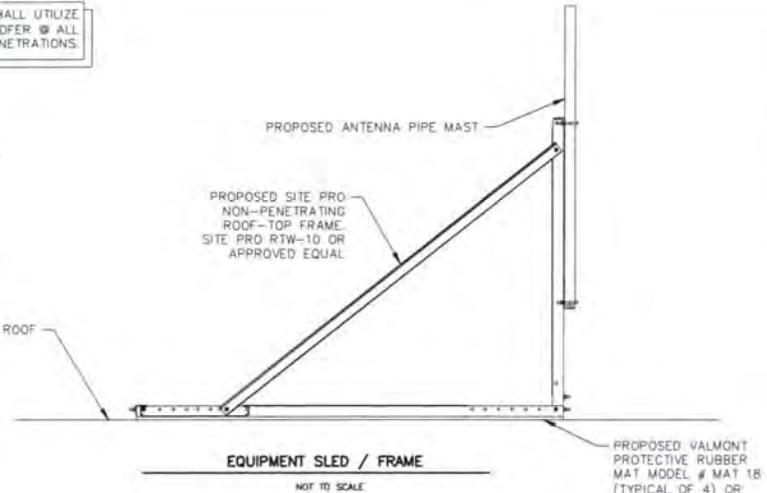
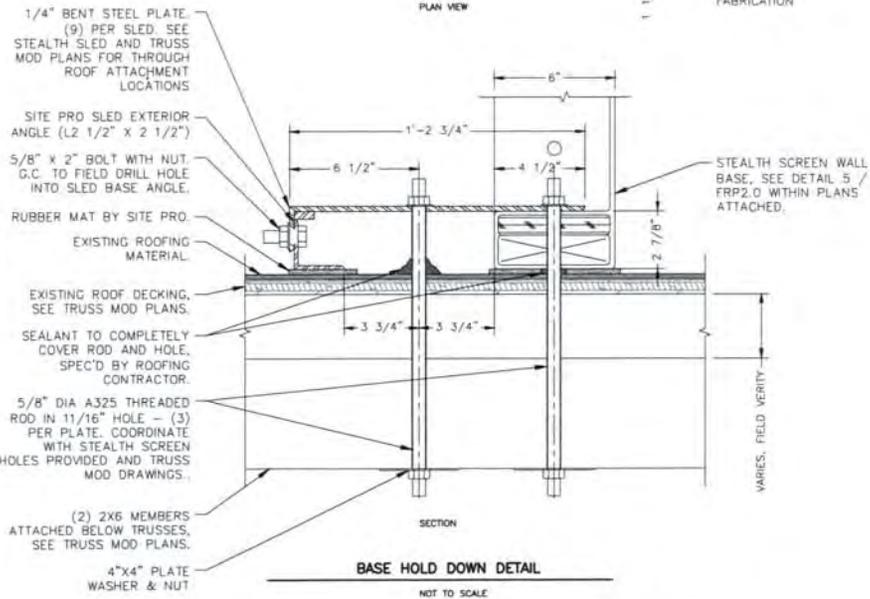
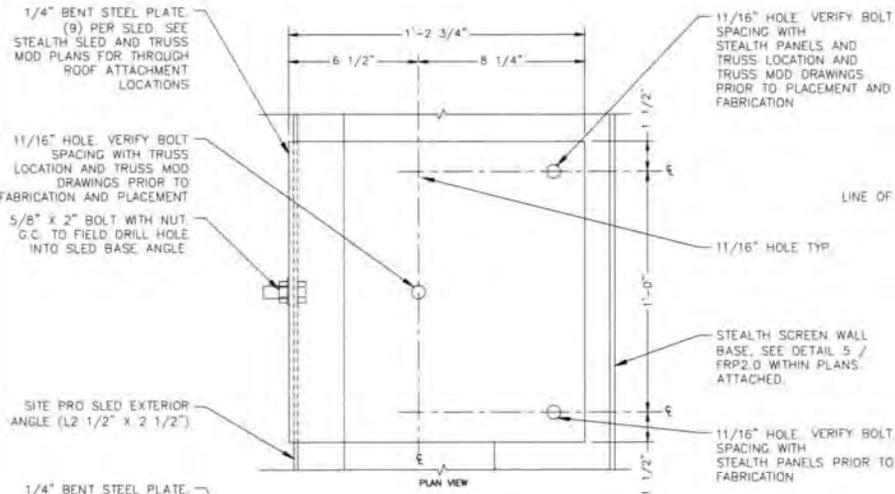
TOWER OWNER:
 RCS-PARK PLACE 1 LLC
 SITE ADDRESS:
 16845 E. AVENUE OF THE FOUNTAINS
 FOUNTAIN HILLS, AZ 85268

SITE NAME:
 PHO FOUNTAINS

SHEET TITLE
 PHOTO SIM

SHEET NUMBER
 PS-3 GAMMA

VERIZON WIRELESS SHALL UTILIZE LL'S WARRANTED ROOFER @ ALL PENETRATIONS.



PREPARED FOR:

verizon

VERIZON WIRELESS SERVICES
126 WEST GEMINI DRIVE
TEMPE, AZ 85283

PREPARED BY:

FDH VELOCITEL

ENGINEERING INNOVATION

REGISTERED PROFESSIONAL ENGINEER
ARIZONA LICENSE NO. 35124



DENNIS D. ABEL, PE
ARIZONA LICENSE NO. 35124

DRAWN BY: DPC
CHECKED BY: dsb
APPROVED BY: N/A

SUBMITTALS				
DATE	DESCRIPTION	REV	ISSUED BY	DATE
10/25/17	FINAL SP SET	0	dsb	

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TOWER OWNER:
RCS-PARK PLACE 1 LLC

SITE ADDRESS:
16845 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

SITE NAME:
PHO FOUNTAINS

SHEET TITLE
STEALTH SLED RENDERING

SHEET NUMBER
C-11



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Public Works

Staff Contact Information: Justin T. Weldy. 480-816-5133 jweldy@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving the first amendment to Cooperative Purchase Agreement C2018-077 with Infrastructure Management Services, LLC (IMS) in the amount of \$44,500.00 for pavement data collection utilizing "Lucity PMS" software, degradation analysis, bond analysis and preparation for the future pavement management program.

Applicant: NA

Applicant Contact Information: NA

Owner: NA

Owner Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: Resolution 2013-02

Staff Summary (background): The Town previously completed a one-time Pavement Management Report in 2009 and did not have the funding necessary to implement the recommendations.

In 2013, Town Council passed Resolution 2013-02 approving the Pavement Management Program. The Zone 1 Pavement Management Area was scheduled for pavement maintenance. However, due to the age and conditions of the roads in Zones 1, 2, 3, and 4, (Worst of the Worst) staff has determined that arterial, collector and residential streets will require the top layer of asphalt to be replaced.

Staff is now requesting the approval of the first amendment to Contract C2018-077 with Infrastructure Management Services (IMS). This agreement will include hosting asset management software, degradation for future bond preparation. The data management will help aid staff in assessing the overall pavement condition of the Town's current roadway network and provide pavement management analysis to develop a ten-year pavement management program based on current and future funding scenarios.

Risk Analysis (options or alternatives with implications): The Town has a two-year working relationship with this vendor and selecting another vendor could delay the pavement analysis for an undetermined amount of time.

Fiscal Impact (initial and ongoing costs; budget status): \$44,500.00. \$114,495.00

Budget Reference (page number): NA Budget book not published

Funding Source: 200 Highway User Revenue Fund

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: Yes

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

Staff Recommendation(s): Staff Recommends Approval of first amendment to contract C2018-077.

List Attachment(s): Contract C2018-077, Goodyear Cooperative use agreement.

SUGGESTED MOTION (for Council use): Motion to approve Cooperative Purchase Agreement C2018-07 with Infrastructure Management Services, LLC in the amount of \$44,500.00 for pavement performance data collection and reporting.

Prepared by:

Approved:

Jeff Pierce, Streets Superintendent 5/28/2019

Grady E. Miller, Town Manager 6/6/2019

Director's Approval:

Justin Weldy, Public Works Director 6/3/2019

CR 6/6/19

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of January 25, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and IMS Infrastructure Management Services, LLC, an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Goodyear entered into Contract No. CON-16-3432, dated January 26, 2016, as modified by Amendments 1-4 (collectively, the "Goodyear Contract"), for the Vendor to provide pavement inventory data collection services. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Goodyear Contract.

B. The Town and the Vendor entered into a Cooperative Purchasing Agreement dated December 5, 2017, based upon the Goodyear Contract, as amended by that Contract Renewal dated March 14, 2018, and (the "Agreement"), for the Vendor to provide the Town with pavement management services (the "Services").

C. The Town has determined that it is necessary for the Vendor to perform additional Services, including pavement performance data collection, modeling and hosting of Lucity asset management software (the "Additional Services").

D. The Town and the Vendor desire to enter this First Amendment to provide for compensation to the Vendor for the Additional Services and to extend the term of the Agreement.

AGREEMENT

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

1. Term. The Term of the Agreement is hereby extended and shall remain in full force and effect until January 25, 2020, unless terminated as otherwise provided pursuant to the terms of the Agreement or the Goodyear Contract. The Term may be renewed for up to one

successive one-year term if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Goodyear Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term, and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Goodyear Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of the Agreement shall cause the Agreement to terminate at the end of the then-current term of the Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.

2. Compensation. The Town shall increase the compensation to Vendor by not more than \$44,500.00 for the Additional Services at the rates set forth in the Goodyear Contract and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$69,995.00 to \$114,495.00.

3. 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 Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
4711 East Falcon Drive, Suite 111
Mesa, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Vendor: IMS Infrastructure Management Services, LLC
1820 West Drake Drive, Suite 104
Tempe, Arizona 85238
Attn: Dean Swingle

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.

4. 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.

5. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

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

[SIGNATURES ON FOLLOWING PAGES]

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

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

OK
6/6/19

Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Vendor”

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC,
a(n) Arizona limited liability company

By: 

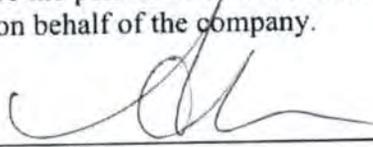
Name: Derek Turner

Title: Principal

(ACKNOWLEDGMENT)

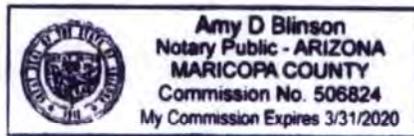
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 4, 2019, before me personally appeared Derek Turner, the CEO, Principal of IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC, a(n) Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.


Notary Public

(Affix notary seal here)

4824-7725-4784 v.1



Quotation for Professional Services



Infrastructure Management Services

IMS Infrastructure Management Services
 1820 W. Drake Dr. Ste. 104. Tempe, AZ 85283
 Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To: Justin Weldy, Public Works Director
From: Jim Tourek, Client Services Manager
Subject: Pavement Management Services

Date: May 7, 2019
Project: Fountain Hills, AZ
Project No: 15617

Thank you for taking the time to review the pavement data collection services offered by IMS Infrastructure Management Services. Our firm excels in pavement and asset management solutions and can provide a full suite of data collection services.

The Town currently utilizes the Lucy PMS software (hosted by IMS) to meet all of the Town's pavement management needs. We will update the Lucy software (where the Town provides recent roadway rehabs and associated GISID's) for FY19-20 and a new analysis to include various funding, forced projects/ "must-not-do" projects. Additionally, IMS will develop a 10-year analysis and Bond report that addresses the Town's large backlog problem; those costly project needing a partial or full reconstruction.

The amended scope incorporates a degradation trend analysis, pre- and post-Town incorporated roads, meetings, and the 5- or 10-year Bond analysis and report along with the next year's updates is as follows:

Proposed Amended Project Budget

The detailed budget presented below is based on the previously discussed work plan and deliverables.

Fountain Hills, AZ - 2019-20 Base Scope of Services

Task Activity	Quant	Units	Unit Rate	Total
Data Management				
1 Degradation Trend Analysis: Update Performance Curves & Unit Rates	1	LS	\$3,500.00	\$3,500.00
a. Incorporate Pre- and Post-Incorporation Roads as Unique Pavement Type (Town-provided GIS)	1	LS	\$2,000.00	\$2,000.00
2 Comprehensive Pavement Management & Maintenance Plan (For late-2019 Council Adoption)	1	LS	\$7,500.00	\$7,500.00
a. Meetings & Planning Sessions	4	EA	\$750.00	\$3,000.00
3 5- or 10-Year Bond Analysis and Summary Report (For Adoption by Council prior to Nov.'20 Ballot)	1	LS	\$10,500.00	\$10,500.00
4 Customized Projects: 2018-19 (various funding; forced projects & "must-not-do" projects)	Included in Previous Activities			
5 Lucy Reports w/ '19/20-'20/21 Updates (Town provides Rehabs, Inspections & GISIDs) w/MSVue Fee	2	EA	\$6,000.00	\$12,000.00
6 Council Presentation at Direction of Town (with IMS & Town)	2	EA	\$3,000.00	\$6,000.00

Amended Contract Add:	\$44,500.00
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Reminder: Current IMS Contract was set to expire on January 25, 2019.

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the Fountain Hills' staff and team. If any questions arise please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

Regards,

IMS Infrastructure Management Services, LLC

Jim Tourek, West Region Client Services Manager



CONTRACT/GRANT INFORMATION SHEET - AMENDMENT

Date: 5/16/2019			
Staff's Name: Justin T. Weldy		Department: Public Works	
Vendor's Name: IMS Infrastructure Management Services, LLC		Vendor Number:	1718
Address: 1820 W Drake Drive, Suite 104, Tempe, AZ 85283			
Phone: 480-839-4347			
Received W9: <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> ALREADY IN SYSTEM			
Business License #: 7358		Exp. Date: 12-31-19	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	STPAVE	6276		
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):				

CONTRACT SUMMARY

Contract Number Assigned:	C2018-077.1		
Current Contract Total:	44,500.00	Total Contract Amount with Renewals:	114,795.00
Brief Description of Service:	Pavement assessment		
If Renewable:	2nd	Total # of Renewals Max:	1
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract Beginning Date:	6/18/2019		
Contract Expiration Date:	1/25/2020		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	NA		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/18/2019	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Insurance Certificate provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Warranty Period:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, expires
Estimated Start Date:	6/24/2019		
Estimated Completion Date:	1/24/2020		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:		Resolution Number:
Date Council Approved:		

	CITY OF GOODYEAR	OFFICE OF PROCUREMENT P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7893
	PROFESSIONAL SERVICES CONTRACT	
CON 16-3432		

DESCRIPTION OF SERVICES: Pavement Inventory Data Collection

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales) Number: <u>NA</u>	Arizona Contractor License Number: <u>NA</u>
City of Goodyear Business Registration No.: <u>pending</u>	Privilege Tax License Number: <u>NA</u>
<u>IMS Infrastructure Management Services</u> Contractor's Company Name	Sign: <u>[Signature]</u> Signature of Person Authorized to Sign Offer
<u>1820 W. Drake Dr. Suite 108</u> Address	<u>Stephen Smith</u> Printed Name
<u>Tempe</u> <u>AZ</u> <u>85283</u> City State Zip Code	<u>Member/Manager 1-3-16</u> Title Date
<u>480.839.4347</u> Telephone	<u>ssmith@ims-rst.com</u> Email

ACCEPTANCE OF OFFER - CITY OF GOODYEAR

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

N/A
City Manager, City of Goodyear (if applicable)

Attested by:
Maureen Scott
Maureen Scott, City Clerk

City Seal



Eff. Date: 1/26/16

[Signature]
Jacques Behrens, Procurement Manager

Date: 1/26/16

Approved as to form:

[Signature]
Roric Massey, City Attorney

**PROFESSIONAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

CON 16-3432

This Professional Services Contract ("Contract"), is made on this 26th day of January, ²⁰¹⁶2015 ("Effective Date"), by and between the City of Goodyear, an Arizona municipal corporation ("City") and Infrastructure Management Services (IMS), a limited liability corporation ("Contractor"). The City engages the Contractor to perform professional services for the project known as: Pavement Inventory Data Collection ("Project"). The City and Contractor may be referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is authorized by the City Charter to execute contracts for professional services;

WHEREAS, the Contractor represents that Contractor has the requisite expertise, and is qualified to perform the services described in this Contract; and

WHEREAS, the City and Contractor desire to memorialize their agreement with this Contract.

AGREEMENT

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

SECTION 1 DEFINITIONS

- 1.1 "Contract" means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.
- 1.2 "Contractor" means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.
- 1.3 "Days" means calendar days unless otherwise specified herein.
- 1.4 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.5 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.6 "Services", "Work" or "Project" means the subject matter of this Contract as set forth in the Scope of Work.
- 1.7 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.

- 1.8 "Work Product" means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all "architectural work" and "works made for hire" as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

SECTION 2 SERVICES PROVIDED BY CONTRACTOR

- 2.1 Scope of Work. Contractor shall provide those "Services" described in **Exhibit "A"** (Scope of Work) attached hereto and incorporated herein by reference. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of the City. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City and Contractor.
- 2.2 Professional Practices. All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.
- 2.3 Performance to City's Satisfaction. Contractor agrees to perform all Services required by this Contract to the complete satisfaction of the City and as required herein. If the quality of work is not satisfactory to the City, in addition to any and all other remedies available by law, the City in its discretion has the right to do any or all of the following: (i) Meet with Contractor to review quality of work and resolve the matters of concern; (ii) Require Contractor to repeat the work at no additional fee until it is satisfactory to the City; and/or (iii) Terminate the Contract as provided herein.
- 2.4 Investigation. Contractor warrants and agrees familiarity of the work is required to perform the Services, is satisfied as to the conditions under which it is to be performed, is competent to perform the Services and enters into this Contract based upon the Contractor's own investigation.

SECTION 3 CONTRACT TERM

- 3.1 The Contract term shall be one (1) year commencing the Effective Date, unless terminated sooner in accordance with the provisions herein. The Contract may be extended for additional consecutive terms, not to exceed a total of five (5) years, subject to appropriations and the mutual agreement of the Parties.

SECTION 4 COMPENSATION AND BILLINGS/PAYMENTS

- 4.1 Compensation. Contractor's total compensation, including those Services furnished by its Subcontractors, shall not exceed \$198,163.00, in accordance with the Fee Schedule found in Contractor's offer.
- 4.2 Method of Billing. Contractor will invoice City by the 10th day of each month for Services provided during the prior month. Invoices shall contain itemized hourly fees and specifically describe the Services performed, the name of the person(s) performing the Services, and supporting documentation.
- 4.3 Review and Withholding. City's Project Manager shall review invoices to certify payment requests. If an invoice is rejected, the City Project Manager will issue a notice of the items not approved for payment. If during the course of the Contract, Services performed do not meet the requirements set forth in the Contract, Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until Contractor complies with the requirements of the Contract to the reasonable satisfaction of the City.
- 4.4 Payment. City shall pay Contractor within 30 days from the date the City receives a complete, correct and approved invoice.

- 4.5 Advance/Late Payments. Advance payments are not authorized. The City will not honor any invoices or claims which are tendered more than one (1) year after the last item of the account accrues.
- 4.6 Fund Appropriation Contingency. Funds may not presently be available for performance under this Contract beyond the City's current fiscal year starting July 1 and ending on June 30th of the following year. If payment for Contract Services extends into a new fiscal year, the City's obligation to pay for such performance is contingent upon approval of future appropriations by City Council to fund this Contract. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless such funds are appropriated.
- 4.7 Free on Board ("FOB") Destination. All prices are F.O.B final destination, unless otherwise provided.
- 4.8 Taxes. Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 5 PROJECT TEAM/SUBCONTRACTORS/CITY PROJECT MANAGER

- 5.1 Project Team Selection. Prior to the start of any Services, Contractor shall provide the City detailed resumes of the proposed project manager, team members, and all subcontractors Contractor wishes to assign or use to perform the Contract Services for review and final approval by the City. Contractor will maintain an adequate and competent staff of qualified persons with sufficient training, knowledge and experience consistent with applicable standards as required by this Contract. The project manager shall be responsible for and supervise all project team members and any other employees and subcontractors assigned by the Contractor. Contractor agrees that, once assigned to work under this Contract, the project manager and team shall not be removed or replaced without prior written consent of the City.
- 5.2 Discharge, Reassign, Replacement. Contractor will not discharge, reassign, replace or diminish the responsibilities of any team member approved by the City without City's prior written consent unless that person leaves the employment of Contractor, in which case the substitute must be approved by the City. Contractor will promptly remove any project team member at the City's request if that member's performance does not equal or exceed the level of competence the City may reasonably expect of a person performing those duties or if the City reasonably believes the acts or omissions of that person are detrimental to the development of the Project.
- 5.3 Coordination; Interaction. Contractor's project team are expected to work in close consultation and cooperation with all professionals working on the Project.
- 5.4 Subcontracts. Contractor shall not enter into any subcontract for the performances of any Service for this Contract without the prior approval of the City's Project Manager. Contractor shall identify all proposed subcontractors and subcontractor's proposed responsibilities. All subcontracts shall incorporate by reference all terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 5.5 City Project Manager. The City will designate a City Project Manager to act on behalf of the City during the term of this Contract. The City Project Manager has the authority to administer this Contract and shall oversee and monitor compliance with all Contract terms and conditions. All requests for information or decisions to be made by the City for this Contract shall be directed to the City Project Manager.

SECTION 6 LICENSING, DEBARMENT AND SUSPENSION

- 6.1 Licensing/Permits. Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

- 6.2 Debarment/Suspension. Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 6.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

SECTION 7 WORK PRODUCT/CONFIDENTIALITY/ENCRYPTION

7.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and/or any related subcontract ("Intellectual Property") shall be work made for hire and the City shall be considered the creator of such Intellectual Property. The City shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within 30 days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to vest ownership of the Intellectual Property in the City and shall take no affirmative actions that may have the effect of vesting all or part of the Intellectual Property in any entity or person other than the City. If applicable, Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract. This section is intended to apply to all original designs, plans and specifications exclusively developed for the City by Contractor and not intended to apply to standard details, systems and specifications developed and used by Contractor which shall remain the property of Contractor and may be used with other projects without City's consent. Contractor warrants, and agrees to indemnify, hold harmless and defend the City for, from and against any claim that any Work Product infringes on third-party propriety rights. It is expressly agreed by Contractor that the covenants in this section are irrevocable and perpetual.

7.2 Confidential/Proprietary. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager.

7.2.1 Contractor, its employees and subcontractors, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Contractor covenants that all such data, documents, discussion, or other information developed or received by Contractor or provided in performance of this Contract, whether electronic format or hard copy, are deemed confidential or restricted City information, and shall be secured and protected to avoid unauthorized access, and not be disclosed by Contractor, its employees or subcontractors without prior written authorization from the City.

7.2.2 At a minimum Contractor shall ensure all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

7.2.3 In the event that Contractor reasonably believes that any Confidential Data has been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

7.2.4 Contractor agrees to comply with this section and the Information Technology Non-Disclosure Agreement attached hereto and incorporated herein by reference; noncompliance is a material breach of Contract.

7.3 City Use. City may reuse the Work Product provided by Contractor and its subcontractor pursuant to this Contract at its sole discretion. In the event the Work Product is used for another project or modified by the City without further consultation with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of such use of the Work Product. In such case, City will also remove any seal and title block from the Work Product.

SECTION 8 TERMINATION

8.1 Termination. The City may terminate this Contract in whole or in part, with or without cause and for any reason, including the City's convenience, upon thirty (30) days written notice to the Contractor.

8.2 Compensation. In the event of termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed to the satisfaction of the City. This fee shall be in the amount mutually agreed upon by the Contractor and City, based on the Scope of Work and fee schedule. If there is no mutual agreement, the City Project Manager shall determine the percentage of work performed for each task detailed in the Scope of Work, with Contractor's compensation based on such determination and the fee schedule included herein.

8.3 Acts of Insolvency/Other. The City may terminate this Contract immediately by written notice to Contractor if any of the following occurs: Contractor becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, foreign or domestic; is wound up or liquidated, voluntarily or otherwise; persistently or repeatedly refuses or fails to complete the work required herein; persistently disregards law, rules or regulations; or fails to make prompt payment to subcontractors for material or labor.

8.4 Documents/Work Product. In the event of termination of this Contract, all documents and work product prepared by Contractor pursuant to this Contract including, but not limited to, finished or unfinished design, development and constructions documents, studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the City's delivery of termination notice to Contractor, at no cost to the City. Any use of uncompleted documents without specific written authorization of Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

SECTION 9 INSURANCE

9.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.

9.1.1 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury,

property damage, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Contract. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.

9.1.2 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

9.1.3 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

9.1.4 Professional Liability ("E &O"). E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Architects' and engineers' coverage shall be endorsed to include contractual liability. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.

9.1.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.

9.2 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

9.3 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

9.4 Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

9.4.1 Additional Insureds. "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

9.4.2 Additional Insured – Goodyear Ballpark and Recreational Complex. Any Contracts addressing, or related to, the Goodyear Ballpark and Recreational Complex shall also identify the Cleveland Indians Baseball Company, and the Cincinnati Reds, LLC as additional insured and endorse the same.

9.4.3 Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.

9.4.5 Certificates of Insurance. Contractor shall provide the City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby by this reference.

- 9.5 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 9.6 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the 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 Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 9.7 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 9.8 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 9.9 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 9.

SECTION 10 INDEMNIFICATION/RISK OF LOSS

- 10.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless the City, its elected officials, officers, agents and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorney's fees and Litigation Expenses asserted by a third-party (i.e. a person or entity other than City or Contractor) and that is caused by, related to, arises out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work or service the Contractor may be legally liable in the performance of this Contract.

The Indemnification provided hereunder shall extend to claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate law, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Indemnatee for claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. The provisions of Section 10 are irrevocable and perpetual, and shall survive the expiration or termination of this Contract.

- 10.2 Indemnification – Patent, Copyright and Trademark. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, save and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter referred to as "Indemnitee") individually and collectively at Contractor's own expense, for, from and against any liability, including any and all expenses, losses, royalties, profits, judgments, damages, including all legal costs and expenses, court costs and attorney fees, for infringement of any patent, copyright, trademark and other proprietary rights of any third parties arising out of, related to or resulting from this Contract or use by the City of materials furnished or Services performed under this Contract. The City may be represented by, and actively participate through, its own counsel in such suit or proceedings, if it is so desires.
- 10.3 Cooperation. In the event any claim or action is brought against the City relating to Contractor's Services, Contractor shall provide the City with any and all reasonable assistance and cooperation which the City may require or request.
- 10.4 Title and Risk of Loss. Title and risk of loss of goods and Services shall not pass to the City until the City authorized personnel actually receives and accepts the goods or Services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming goods shall remain with the Contractor regardless of receipt.
- 10.5 Acceptance. All material and Services are subject to final inspection and acceptance by the City. Material or Services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be rejected by the City. If returned or rejected, all costs are the responsibility of the Contractor.
- 10.6 Force Majeure. Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions. If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 11 REPRESENTATIONS/WARRANTIES

- 11.1 Warranties. Contractor warrants that all goods and Services provided under this Contract shall fully conform to the specifications of this Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 11.2 Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of law, rules, and regulations. If applicable, Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post signs warning against known or unusual hazards.
- 11.3 Responsibility for Errors. Contractor shall be responsible for its work and results under this Contract. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's Project Manager regarding any Services rendered under this Contract at no additional cost to the City. In the event that an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the City, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of the City.

- 11.4 Noncompliance with Section 11 is a material breach of Contract. Section 11 shall survive the termination or expiration of this Contract.

SECTION 12 CONTRACTOR REPRESENTATIONS

- 12.1 Compliance with law. Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City.
- 12.2 Non-Discrimination. Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City to verify such compliance.
- 12.3 E-Verify. Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
- 12.4 Evidence of lawful presence in the United States. In accordance with A.R.S. §§ 1-501, 1-502, as amended, and as a condition of entering into this Contract, a natural person shall execute an affidavit, and present one of the identification documents identified by statute, verifying their lawful presence in the U.S. Failure to execute this affidavit upon submittal of the Contract documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving a public benefit.
- 12.5 Liens. Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the Services required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the City will make final payment.
- 12.6 Notice of Action/Suit. Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract.
- 12.7 Advertising. Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City Manager.
- 12.8 City Logos/Marks. Contractor shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 12.9 Public Records. Contractor acknowledges all Contract documents provided to the City may be subject to disclosure pursuant to Arizona Public Records laws.

SECTION 13 RIGHTS/REMEDIES

- 13.1 Right of Assurance. Whenever one Party to this Contract in good faith has reason to question the other Party's intent or ability to perform, that Party questioning performance may demand that the other Party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of the Contract.
- 13.2 Stop Work Order. The City may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 13.3 Non-Exclusive Remedies. The rights and remedies of the city under this Contract are non-exclusive.
- 13.4 Right of Offset. The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 13.5 Strict Performance. Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of goods or Services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

SECTION 14 GENERAL PROVISIONS

- 14.1 Modification. No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so.
- 14.2 Delegation and Assignment. No Party may delegate, assign, sublet or transfer any of its rights, or performance under this Contract, except with the prior written consent of the other Party which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void.
- 14.3 Third Party Beneficiary. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 14.4 Disputes, Governing Law, Attorney Fees. This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in Maricopa County Superior Court, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract shall 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 shall forthwith be physically amended to make such insertion or correction.
- 14.6 Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all previous representations, written or oral, with the respect to the subject matter, goods and Services specified herein. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded by 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 drafting Party. 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.
- 14.7 Severability. If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 14.8 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the following order: 1. Standard Terms and Conditions; 2. Statement or Scope of Work; 3. Solicitation, Instructions to Offerors (including other documents referenced or included); 4. Offer; 5. Fee Schedule/Price Sheet; and 6. Attachments, Addendums and Exhibits
- 14.9 Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, subcontractor or subcontractor of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 14.10 Ambiguities Not Held Against Drafter. This Contract having been freely and voluntarily negotiated by all Parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 14.11 Waiver. The delay or failure of either Party at any time to require performance of compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Contract shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right a waiver of any right or remedy in respect to any occurrence or event, nor shall any waiver constitute a continuing waiver.
- 14.12 Survival. The Parties agree that each Party shall remain obligated to the other Party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract. This includes by way of example, but not limitation, the provisions addressing insurance, indemnification, warranties, damage, Information Technology Nondisclosure, and audit provisions.
- 14.13 Time is of The Essence. Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. Contractor is providing Services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 14.14 Non-Exclusive Contract. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. Contractor acknowledges that the City may enter into agreements with other contractors to obtain the same or similar services that

are the subject of this Contract or may have its own employees perform services similar to those services contemplated by the Contract.

14.15 Audit of Records. Contractor, and its subcontractors that perform any work under this Contract, shall retain all books, accounts, reports, files and any and all other records relating to the Contract for six (6) years after completion of the Contract and upon written request, shall make such records available to the City for review, inspection, and audit. Contractor shall deliver all records, at no cost to the City, to the Goodyear City Hall, 190 N. Litchfield Road, Goodyear, Arizona, or to such other City facility within the City as designated by the City. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.

14.16 Audit/Billing and Expenses. The City reserves the right to request supporting documentation for all hourly amounts or reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to the City original invoices and payroll records to support all charges. The City reserves the right to audit all supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, Contractor will provide supporting records electronically in addition to a hard copy. If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, Contractor shall also reimburse the City for the cost of the audit. Contractor shall include this subsection in all contracts with subcontracts providing materials/Services for this Contract.

14.17 Cooperative Statement. This Contract shall be for the use of the City. In addition, political subdivisions, nonprofit organizations and public health institutions may in its discretion may participate (piggyback) at on this Contract if the Contractor agrees to do so.

14.18 Headings/Captions. Headings and captions appearing in this Contract have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision hereof.

14.19 Conflict of Interest. This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.

14.20 Notices. Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:
Jim Tourek
IMS Manager of Client Services
1820 W. Drake Drive, Suite #108
Tempe, AZ 85283
Phone: 480/839-4347 Fax: 480/839-4348

To City:
Luke Albert
City Traffic Engineer
14455 W Van Buren St, Suite D101
Goodyear, AZ 85338
623-882-7519 office
623-882-7941 fax
luke.albert@goodyearaz.gov

Copy to:
City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

- 14.21 Modification or Waiver. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written instrument executed by all Parties and adopted in the manner by which this Contract was adopted.
- 14.22 Counterparts. This Contract may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.
- 14.23 Authorization. Each Party warrants and represents that it has full power and authority to enter into and perform this Contract and the person signing on behalf of each Party has been properly authorized and empowered to enter this Contract. Each Party further acknowledges it has read this Contract, understands it, and agrees to be bound by it.
- 14.24 Electronic Signature. The signatures on this Contract may be an original signature, or an original signature that has been replicated by photocopy, electronic or other digital means or fax.

END OF STANDARD TERMS AND CONDITIONS

Detailed Scope, Budget & Schedule



IMS Infrastructure Management Services
1820 W. Drake Drive, Suite 108, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

To: Luke Alberts, City Traffic Engineer

Date: December 22, 2015

From: Jim Tourek, Manager of Client Services

Project: City of Goodyear, AZ

Subject: Scope, Budget & Schedule Document

Project No.:

Task	Description	Activities	Deliverables
Base Service Items and Activities – Project Initiation			
1.	Project Initiation	<ul style="list-style-type: none"> Conduct kick off meeting confirming scope, extent and content of surveys, set milestones and deliverables. Confirm key contacts, roles and responsibilities and project documentation. Identify location of key data elements such as traffic data, GIS, existing roadway inventories, historical data, and pavement management data. Identify deficient data and the means to obtain it. Provide data QA plan to City. Confirm phases of the work and involving methodology. 	Technical memo detailing scope of work, budget and deliverables.
2.	Network Referencing, Update & GIS Linkage	<ul style="list-style-type: none"> Include street number & block order in referencing. Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. Confirm length & width via aerial photography. Create survey maps for use by the RST and monitor production. Using the City's GIS centerline topology, develop a network roadway inventory suitable for use in the Lucity Pavement Management system. Link each segment to its parent GIS section. Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. Develop exceptions report for lengths that do not match GIS. 	Survey maps and inventory for use on the project. Inventory spreadsheet containing all assigned GIS ID's

Detailed Scope, Budget & Schedule



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Task	Description	Activities	Deliverables
Field Surveys			
3.	RST Mobilization/ Calibration	<ul style="list-style-type: none"> Mobilize surface distress, roughness testing equipment to project. Demonstrate the equipment to the City. Calibrate equipment. 	Equipment calibration results.
4.	RST Pavement Condition Data Collection	<ul style="list-style-type: none"> Complete 2-pass testing on arterials and collectors while single pass testing local roads; collect ASTM distresses and attributes at 100-foot intervals on a block by block basis. IMS will survey approximately 880 lane miles (595 test miles) of roadway. Expansion of distresses to a modified ASTM D6433 protocol. Distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions. Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition. Dual wheel path testing collecting International Roughness Index (IRI) data. 	Complete 2-passes on major roadways; single on locals. Approximately 595 test miles.
5.	Network Camera Angles (3-Views) for Asset Development & Supply Video in h.264 format	<ul style="list-style-type: none"> Mount 3-digital cameras on RST van for capturing multi-view video. Collect video tape of City's ROW network (3-views) for processing and asset database development. Utilize field collected video in conjunction with the development of an asset library (Ada Ramps). Provide City with h.264 video on a terabyte external hard drive. 	Process video tape of City's ROW network (3-views) Supply City with video in h.264 format on a terabyte external hard drive.

Detailed Scope, Budget & Schedule



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Task	Description	Activities	Deliverables
Data Management			
6.	Provision of Digital Images @ 25-foot Intervals (3-views)	<ul style="list-style-type: none"> On all Network roadways, perform GPS and LF, RF forward-view and LR (Driver's side rearview) digital images data collection. Arterial & Collector roadways will receive a 2-pass and Local roadways will receive a single pass. 	3-view digital images at 25-foot intervals.
7.	Pavement Condition Data QA/QC, Processing & Formatting	<ul style="list-style-type: none"> For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals. Develop individual index scores for surface distress and roughness as appropriate. Develop structural index for each roadway segment. Develop a pavement condition score for each section. Process the same data to the segment level. Shapefiles of the processed data. Develop exceptions report: lengths not matching GIS. Complete QA of data. 	<p>Excel spreadsheet of the 100 foot, sectional data, and index values containing all assigned GIS ID's.</p> <p>Shapefiles of the condition data at the 100 foot and segment levels.</p>
8.	Pavement Data Load & Configuration into Lucity Software	<ul style="list-style-type: none"> Assemble data in personal geo-database(s) for loading to software by IMS. Convert City's historical data. Format and prep database (Access to SQL) for Lucity loading. 	Databases of ready to load condition information; configured to the City's requirements.
9.	Pavement Analysis, Budget Development & Report	<p>Following the field surveys and data processing, complete the following analysis:</p> <ul style="list-style-type: none"> Present status and PCI report: Excel c/w PCI charts. Fix all needs analysis and budget. Budget driven analysis (\$/yr estimate). Level of service analysis (\$ to hit set target). Funding necessary on an annual basis to ensure an average overall pavement condition of 75, 80, or 85. Assemble the report for review and comment prior to finalizing. 	<p>Delivery of draft analysis and report as outlined.</p> <p>Final report and shape files – both hard copies (3) and in native, electronic format.</p>
10.	Lucity Onsite Software Training (2 Days)	<ul style="list-style-type: none"> 2-days of onsite Lucity software training will be provided by Lucity staff, topics per City. Additional days can be added depending upon the City's skill set and familiarity with the software. 	Onsite training by a Lucity expert.
11.	Dynaffect Mobilization	<ul style="list-style-type: none"> Mobilize deflection testing equipment to project Demonstrate the equipment to the City Calibrate equipment. 	Equipment calibration results.
12.	Deflection Testing: 2-Pass testing of approx. 30 centerline miles of Arterial Roadways; selected by City	<ul style="list-style-type: none"> On all arterials, collect multi-sensor deflection data at an average of 10 tests per mile using a Dynaffect. Develop structural index for each roadway segment. 	Structural index for selected Arterial roadways. (approx. 60 test miles)

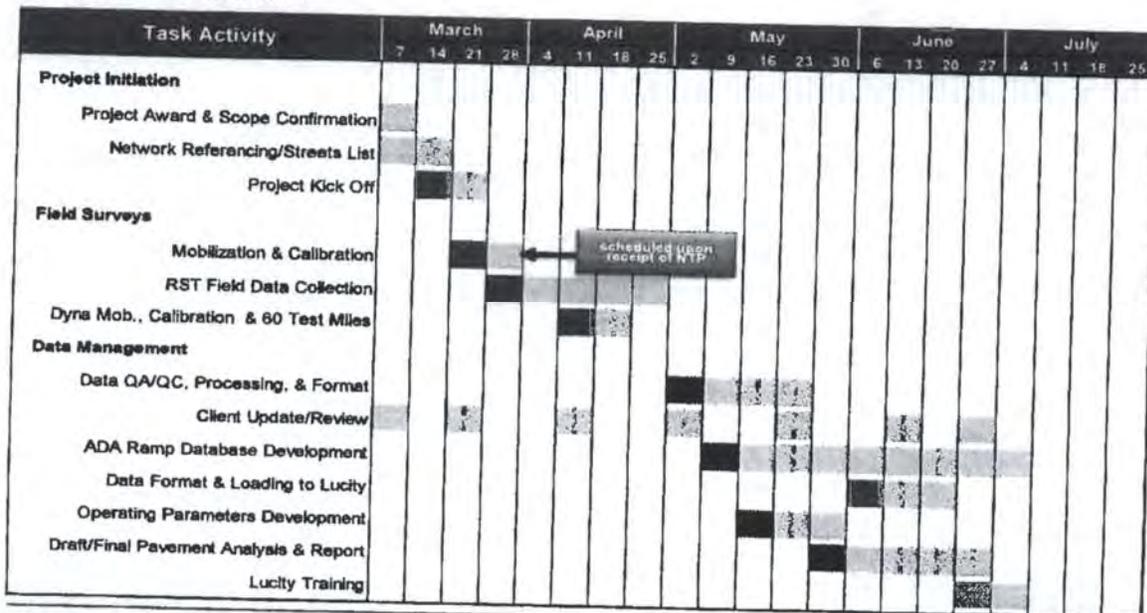
Detailed Scope, Budget & Schedule



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Task	Description	Activities	Deliverables
13.	Traffic Control/ Deflection Testing (IMS to contract w/ Goodyear PD or 3rd party)	<ul style="list-style-type: none"> Deflection testing requires a shadow vehicle for traffic control purposes as testing is a stop and go process that will impede traffic. Testing will take approximately 20 miles/day and we have accounted for 8-9 hour days. Goodyear PD or 3rd party entity will supply a professionally trained traffic controller and traffic control vehicle w/mounted flashing lights or an arrow-board. 	Traffic control services, contracted by IMS for duration of 12-14 days (approx. 20 miles/day).
14.	ADA Ramp Database Development	<ul style="list-style-type: none"> Develop a Master Asset List used to define attributes. Utilizing the right of way digital images and GPS data, develop a detailed ADA Ramp inventory for entire roadway network. Note ramp condition using Good/ Fair/ Poor notations. Utilize RST imagery, aerial photos and in-house GIS tools to place signs in a positional-correct manner. 	Technical memo with City - approved MAL attributes. Personal geodatabase with asset inventory.
15.	Project Management	<ul style="list-style-type: none"> Provide client with periodic e-mail updates and reports. Meetings to be completed on-site & by conference calls Complete project administration and invoicing. 	Status reports and invoices
16.	Recurring Client Discount	<ul style="list-style-type: none"> Discount provided to existing Client. 	

IMS Proposed Schedule:



Detailed Scope, Budget & Schedule



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1820 W. Drake Drive, Suite 108, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
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IMS Proposed Budget:

2015-16 City of Goodyear - Pavement Data Collection (Full Network)

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation	1	LS	\$3,250.00	\$3,250.00
2	Network Referencing & GIS Linkage	595	T-Mi	\$27.50	\$16,362.50
Field Surveys					
3	Mobilization/Calibration	1	LS	\$3,500.00	\$3,500.00
4	RST Pavement Condition Data Collection (2-pass Arterials & Collectors)	595	T-Mi	\$120.00	\$71,400.00
5	Video Processing for Future Asset Library (3-Views)	595	T-Mi	\$15.00	\$8,925.00
Data Management					
6	Provision of Digital Images @ 25-foot Intervals (3-Views & Video Log)	595	T-Mi	\$20.00	\$11,900.00
7	Pavement Data QA/QC, Processing & Format	595	T-Mi	\$15.00	\$8,925.00
8	Pavement Data Load & Configuration to Lucity	1	LS	\$6,850.00	\$6,850.00
9	Pavement Analysis, Budget Development, & Report	1	LS	9,000.00	\$9,000.00
10	Lucity Software Training (City to provide Topics to Cover)	2	DA	3,500.00	\$7,000.00
11	Dynaflect Mobilization (Deflection Testing)	1	LS	\$3,000.00	\$3,000.00
12	Deflection Testing: 2-pass Arterials only	60	T-Mi	\$120.00	\$7,200.00
13	Deflection Testing Traffic Control (provided by IMS)	24	HR	\$116.00	\$2,784.00
14	ADA Ramp Database Development	595	T-Mi	\$60.00	\$35,700.00
15	Project Management	1	LS	11,033.00	\$11,033.00
16	Recurring Client Discount	1	LS	(8,666.50)	(\$8,666.50)

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the Goodyear staff and team. If any questions arise please do not hesitate to contact me at (480) 839-4347 or jtoure@ims-rst.com.

Regards,

IMS Infrastructure Management Services

Jim Tourek

Jim Tourek, West Region Manager of Client Services

EXHIBIT B
INFORMATION TECHNOLOGY NON-DISCLOSURE AGREEMENT
CON 16-3432

1. City is the owner of certain confidential information relating to its Information Technology System ("ITS") and all related documentation, including but not limited to descriptions of the ITS or its component parts, system technical specifications, system input data, system-related know-how, system technology, and all or any of which may be derived from any of the foregoing, which is or may be classified as exempt or restriction information under the Arizona Public Records Laws (collectively "Confidential Information"). Confidential Information may include but is not limited to software, remote application access and other computer information licensed to, possessed and/or created by the City; proprietary information held by the City; and the work product of the City's employees and agents.
2. No License/Right. Disclosure of Confidential Information to Contractor by the City shall confer no license or right, by implication or otherwise, to use the Confidential Information for any purpose other than the specific business purposes as set forth in the Contract.
3. Non-Disclosure. Contractor acknowledges the Confidential Information is a valuable, special and unique asset of the City and expressly covenants and agrees that Contractor and its subcontractors shall not disclose all or any part of the Confidential Information to any person, firm, corporation, association, or partnership without the prior written consent of the City. Contractor shall hold all Confidential Information at all times in trust and strictest confidence for the City.
4. Subcontractors. Contractor shall ensure that all of the provisions of this Exhibit are incorporated into all subcontracts and shall be responsible for any breach of this Exhibit by Contractor or its subcontractors
5. Confidentiality and Non-Use. Contractor warrants and covenants that it shall:
 - not disclose Confidential Information to any Person, without the prior written consent of the City;
 - prevent the impermissible release of the Confidential Information;
 - not retain or incorporate any Confidential Information into any database or any medium, unless required for the City's exclusive benefit;
 - not duplicate, disclose or otherwise reveal Confidential Information unless authorized herein;
 - not use the Confidential Information to perform an illegal act;
 - not share any password or account access information with any third party;
 - not attempt in any manner, to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols;
 - not reproduce, transcribe, or disclose the Confidential Information to third parties;
 - not make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the City anything incorporating Confidential Information; and
 - immediately return all copies, renderings, transformations, and derivatives of such information to the City at the termination or abandonment of the Contract.
6. Exceptions to Confidentiality and Non-Use. The obligations imposed by Section 4 shall not apply, or shall cease to apply, to any Confidential Information when such Confidential Information:
 - was known by the Contractor prior to the receipt of the Confidential Information;
 - independently developed without access to Confidential Information;
 - was, or becomes through no breach of the Contractor's obligations hereunder, known to the public;
 - is known to the Contractor from sources other than the City, under circumstances not involving any breach of any confidentiality obligation; or
 - is required to be disclosed by law or the Contract.
7. Breach. Contractor agrees in the event of a breach of this Exhibit, City shall be entitled to injunction relief and all other additional actions and remedies available at law or in equity, including damages. Noncompliance with this Exhibit is a material breach of Contract.



IMSINFR-01

ARACHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 6765 West Russell Rd Ste 150 Las Vegas, NV 89118	CONTACT NAME: April M. Rachel		
	PHONE (A/C, No, Ext): (702) 877-1760	FAX (A/C, No):	
E-MAIL ADDRESS: april.rachel@american-ins.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED IMS Infrastructure Management Services, LLC 1820 W Drake Dr Ste 108 Tempe, AZ 85283	INSURER A: Travelers Ind Co of America		25666
	INSURER B: Travelers Ind Company of Conn.		25682
	INSURER C: Travelers Indemnity Company		25658
	INSURER D: Travelers Cas Ins Co of Americ		19046
	INSURER E: Beazley Insurance Company Inc		37540
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDC/ SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD/XCU <input checked="" type="checkbox"/> Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6808926L164	03/26/2015	03/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	BA8923L36A	03/26/2015	03/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP8666Y370	03/26/2015	03/26/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	UB4419T313	04/19/2015	04/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.	X	V15S1C150901	03/25/2015	03/25/2016	Per Claim 2,000,000
E	Claims Made/Rpt'd		V15S1C150901	03/25/2015	03/25/2016	Aggregate 5,000,000

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

Professional Liability Retro: FULL PRIOR ACTS

Workers Compensation Coverage Excludes: Alan Sadowsky

RE: 16-3432 City of Goodyear - Pavement Inventory Data Collection

The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with General Liability & Auto Liability on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term per attached endorsements. Waiver of subrogation applies to General Liability, Automobile Liability, Professional Liab. and Workers' Compensation per attached SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Goodyear
 PO Box 5100
 Goodyear, AZ 85338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

April M. Rachel

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AGENCY CUSTOMER ID: IMSINFR-01

ARACHEL

LOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY American Insurance & Investment Corp.		NAMED INSURED IMS Infrastructure Management Services, LLC 1820 W Drake Dr Ste 108 Tempe, AZ 85283	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
endorsements. Umbrella follows form.
Cancellation Notice: 30 Days, 10 days notice for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE- ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (XVMP8UB-4419T31-3-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 04-16-15

ST ASSIGN:

XVIII. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters exposure under the Policy.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions or **Pollution Conditions** with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

Except as provided for in Clause II.B., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

XIX. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agrees to waive its rights of recovery against any client of the **Named Insured** for a **Claim** which is covered pursuant to Insuring Clause I.A. and/or I.B. of this Policy to the extent the **Named Insured** had, prior to such **Claim**, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim**

Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XXI. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XXII. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXIII. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Policy.

XXIV. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXV. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

	Contract Amendment No. 1 Contract Number: CON-16-3432-A1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7879
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Pavement Inventory Data Collection

CONTRACT MODIFICATION AND INCREASE

Pursuant to Section 14 of the Agreement, 14.1, Modification, contract CON-16-3432 is hereby modified per the attached Scope of Work.

The contract amount is also increased from \$200,000.00 to \$215,000.00.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Specialist: Russ Welborn, CPPB

City of Goodyear		IMS Infrastructure Management Services, LLC	
By:	Jacque Behrens, CPPB	Date	By:
			Signature
			3-1-16
			Date
Title:	Procurement Manager		Stephen Smith / Member Manager
			Typed Name and Title
Attested By:			Approved as to Form By:
	Maureen Scott, City Clerk		Roric Massey, City Attorney

Detailed Scope, Budget & Schedule



IMS Infrastructure Management Services
1820 W. Drake Drive, Suite 108, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

Task	Description	Activities	Deliverables
Field Surveys			
3.	RST Mobilization/ Calibration	<ul style="list-style-type: none"> Mobilize surface distress, roughness testing equipment to project. Demonstrate the equipment to the City. Calibrate equipment. 	Equipment calibration results.
4.	RST Pavement Condition Data Collection	<ul style="list-style-type: none"> Complete 2-pass testing on arterials and collectors while single pass testing local roads; collect ASTM distresses and attributes at 100-foot intervals on a block by block basis. IMS will survey approximately 880 lane miles (595 test miles) of roadway. Expansion of distresses to a modified ASTM D6433 protocol. Distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions. Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition. Dual wheel path testing collecting International Roughness Index (IRI) data. 	Complete 2-passes on major roadways; single on locals. Approximately 595 test miles.
5.	Video Processing for Future Asset Library (3-Views & Video Log), Supplying Video in h.264 format	<ul style="list-style-type: none"> Mount 3-digital cameras on RST van for capturing multi-view video. Collect video tape of City's ROW network (3-views) for processing and asset database development. Utilize field collected video in conjunction with the development of an asset library (Ada Ramps). Provide City with h.264 video on a terabyte external hard drive. 	Process video tape of City's ROW network (3-views) Supply City with video in h.264 format on a terabyte external hard drive.

Detailed Scope, Budget & Schedule



IMS Infrastructure Management Services
1820 W. Drake Drive, Suite 106, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

Task	Description	Activities	Deliverables
Data Management			
6.	HD Video Collection & Calibration (3-Views)	<ul style="list-style-type: none"> On all Network roadways, perform GPS and LF, RF forward-view and LR (Driver's side rearview) digital images data collection. Arterial & Collector roadways will receive a 2-pass and Local roadways will receive a single pass. 	3-view digital Images at 25-foot intervals.
7.	Pavement Condition Data QA/QC, Processing & Formatting	<ul style="list-style-type: none"> For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals. Develop individual index scores for surface distress and roughness as appropriate. Develop structural index for each roadway segment. Develop a pavement condition score for each section. Process the same data to the segment level. Shapefiles of the processed data. Develop exceptions report: lengths not matching GIS. Complete QA of data. 	<p>Excel spreadsheet of the 100 foot, sectional data, and index values containing all assigned GIS ID's.</p> <p>Shapefiles of the condition data at the 100 foot and segment levels.</p>
8.	Pavement Data Load & Configuration into Lucity Software	<ul style="list-style-type: none"> Assemble data in personal geo-database(s) for loading to software by IMS. Convert City's historical data. Format and prep database (Access to SQL) for Lucity loading. 	Databases of ready to load condition information; configured to the City's requirements.
9.	Pavement Analysis, Budget Development & Report	<p>Following the field surveys and data processing, complete the following analysis:</p> <ul style="list-style-type: none"> Present status and PCI report: Excel c/w PCI charts. Fix all needs analysis and budget. Budget driven analysis (\$/yr estimate). Level of service analysis (\$ to hit set target). Funding necessary on an annual basis to ensure an average overall pavement condition of 75, 80, or 85. Assemble the report for review and comment prior to finalizing. 	<p>Delivery of draft analysis and report as outlined.</p> <p>Final report and shape files – both hard copies (3) and in native, electronic format.</p>
10.	Lucity Onsite Software Training (2 Days)	<ul style="list-style-type: none"> 2-days of onsite Lucity software training will be provided by Lucity staff, topics per City. Additional days can be added depending upon the City's skill set and familiarity with the software. 	Onsite training by a Lucity expert.
11.	Dynaflect Mobilization	<ul style="list-style-type: none"> Mobilize deflection testing equipment to project Demonstrate the equipment to the City Calibrate equipment. 	Equipment calibration results.
12.	Deflection Testing: 2-Pass testing of approx. 30 centerline miles of Arterial Roadways; selected by City	<ul style="list-style-type: none"> On all arterials, collect multi-sensor deflection data at an average of 10 tests per mile using a Dynaflect. Develop structural index for each roadway segment. 	Structural index for selected Arterial roadways. (approx. 60 test miles)

Detailed Scope, Budget & Schedule



IMS Infrastructure Management Services
1820 W. Drake Drive, Suite 108, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

Task	Description	Activities	Deliverables
13.	Traffic Control/ Deflection Testing (IMS to contract w/ Goodyear PD or 3rd party)	<ul style="list-style-type: none"> Deflection testing requires a shadow vehicle for traffic control purposes as testing is a stop and go process that will impede traffic. Testing will take approximately 20 miles/day and we have accounted for 8-9 hour days. Goodyear PD or 3rd party entity will supply a professionally trained traffic controller and traffic control vehicle w/mounted flashing lights or an arrow-board. 	Traffic control services, contracted by IMS for duration of 12-14 days (approx. 20 miles/day).
14, 17.	Sidewalk & ADA Ramp Database Development	<ul style="list-style-type: none"> Develop a Master Asset List used to define attributes. Utilizing the right of way digital images and GPS data, develop a detailed Sidewalk & ADA Ramp inventory for entire roadway network. Note sidewalk & ramp condition using Good/ Fair/ Poor notations. Utilize RST imagery, aerial photos and in-house GIS tools to place signs in a positional-correct manner. 	Technical memo with City - approved MAL attributes. Personal geodatabase with asset inventory.
15.	Project Management	<ul style="list-style-type: none"> Provide client with periodic e-mail updates and reports. Meetings to be completed on-site & by conference calls Complete project administration and invoicing. 	Status reports and invoices
16.	Recurring Client Discount	<ul style="list-style-type: none"> Discount provided to existing Client. 	

IMS Proposed Schedule:



Detailed Scope, Budget & Schedule



IMS Infrastructure Management Services
1820 W. Drake Drive, Suite 108, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

IMS Proposed Budget:

2015-16 City of Goodyear - Pavement Data Collection (Full Network)

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation	1	LS	\$3,250.00	\$3,250.00
2	Network Referencing & GIS Linkage	595	T-Mi	\$27.50	\$16,362.50
Field Surveys					
3	Mobilization/Calibration	1	LS	\$2,000.00	\$2,000.00
4	RST Pavement Condition Data Collection (2-pass Arterials & Collectors)	595	T-Mi	\$120.00	\$71,400.00
5	Video Processing for Future Asset Library (3-Views & Video Log)	595	T-Mi	\$5.00	\$2,975.00
6	HD Video Collection & Calibration (3-Views)	595	T-Mi	\$20.00	\$11,900.00
Data Management					
7	Pavement Data QA/QC, Processing & Format	595	T-Mi	\$15.00	\$8,925.00
8	Pavement Data Load & Configuration to Lucity	1	LS	\$6,850.00	\$6,850.00
9	Pavement Analysis, Budget Development, & Report	1	LS	9,000.00	\$9,000.00
10	Lucity Software Training (City to provide Topics to Cover)	2	DA	3,500.00	\$7,000.00
11	Dynaflect Mobilization (Deflection Testing)	1	LS	\$3,000.00	\$3,000.00
12	Deflection Testing: 2-pass Arterials only	60	T-Mi	\$120.00	\$7,200.00
13	Deflection Testing Traffic Control (provided by IMS)	24	HR	\$118.00	\$2,784.00
14	ADA Ramp Database Development	595	T-Mi	\$60.00	\$35,700.00
15	Project Management	1	LS	11,033.00	\$11,033.00
16	Recurring Client Discount	1	LS	(8,666.50)	(\$8,666.50)
17	Sidewalk Database Development	595	T-Mi	\$40.00	\$23,800.00
Project Total:					\$214,513.00

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the Goodyear staff and team. If any questions arise please do not hesitate to contact me at (480) 839-4347 or jtourek@ims-rst.com.

Regards,

IMS Infrastructure Management Services

Jim Tourek, West Region Manager of Client Services



**Contract Amendment
No. 2
Contract Number: CON-16-3432-A2**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

Pavement Inventory Data Collection

CONTRACT EXTENSION

Pursuant to Section 3 of the Agreement, 3.1, Term of Contract, contract CON-16-3432 is hereby mutually extended from January 26, 2017 through January 25, 2018 unless terminated, cancelled or extended as otherwise provided in the contract.

There are 3 extensions remaining on the contract.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear		IMS Infrastructure Management Services, LLC	
By: _____	_____	By: 	12-1-17
Jacque Behrens, CPPB	Date	Signature	Date
Title: _____	_____	Stephen Smith	Member/manager
_____	_____	Typed Name and Title	_____
Attested By:		Approved as to Form By:	
_____	_____	_____	_____
Maureen Scott, City Clerk		Roric Massey, City Attorney	



**Contract Amendment
No. 3
Contract Number: CON-16-3432-A3**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

Pavement Inventory Data Collection

CONTRACT EXTENSION

Pursuant to Section 3 of the Agreement, 3.1, Term of Contract, contract CON-16-3432 is hereby mutually extended from January 26, 2018 through January 25, 2019 unless terminated, cancelled or extended as otherwise provided in the contract.

There are 2 extensions remaining on the contract.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Officer: Victoria Jackson, CPPB

City of Goodyear		IMS Infrastructure Management Services, LLC	
By: _____	_____	By: 	01-08-17
Jacque Behrens, CPPB	Date	Signature	Date
Title: Procurement Manager	_____	Stephen Smith Member/Manager	
		Typed Name and Title	
Attested By:		Approved as to Form By:	
_____		_____	
Maureen Scott, City Clerk		Roric Massey, City Attorney	



**Contract Amendment
No. 4
Contract Number: CON-16-3432-A4**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

Pavement Inventory Data Collection

CONTRACT EXTENSION

Pursuant to Section 3 of the Agreement, 3.1, Term of Contract, contract CON-16-3432 is hereby mutually extended from January 26, 2019 through January 25, 2020 unless terminated, cancelled or extended as otherwise provided in the contract.

There is one extension remaining on the contract.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Officer: Victoria Jackson, CPPB

<p>City of Goodyear</p>		<p>IMS Infrastructure Management Services, LLC</p>	
<p>By: <u><i>Jacqueline Behrens</i></u> <u>12/20/18</u> Jacque Behrens, CPPB Date</p>	<p>By: <u><i>ARC</i></u> <u>12/20/18</u> Signature Date</p>	<p>Title: <u>Procurement Manager</u></p>	<p><u>ANTHONY CONYERS, PRINCIPAL</u> Typed Name and Title</p>
<p>Attested By: <u><i>Darcie McCracken</i></u> <u>FOR</u> Darcie McCracken, City Clerk</p>		<p>Approved as to Form By: <u><i>Roric Massey</i></u> <u>FOR</u> Roric Massey, City Attorney</p>	



REQUEST FOR LEGAL SERVICES

Name/Phone Number/E-mail of Requestor: Justin T. Weldy 602-721-2346 jweldy@fh.az.gov	Date of Request: 5/16/2019 Date Director Approved Request: 5/16/2019
Procurement Approval by: Craig Rudolph Click here to enter a date. Yes <input type="checkbox"/> No: <input type="checkbox"/> - Contact Finance Director	Due Date (From Town Attorney's office): 5/30/2019 <ul style="list-style-type: none"> • Deadline for return of request from Legal is 10 business days after Procurement Approval. • Deadline for completed packet items submitted to the Town Clerk - 12 PM the Tuesday prior to the date of the Council meeting.
Council Meeting Date: 6/18/2019 Item <u>does not</u> require Council approval <input type="checkbox"/>	
Request for Legal staff: Prepare the second amendment to cooperative purchase agreement C2018-077 for pavement performance data collection, modeling and hosting of Lucy asset management software, based on the attached scope and quote. Contract shall include one renewal.	
Proposed Agenda Language (if applicable): Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/>	
CONSIDERATION of <u>approvind the second amendment to cooperative purchase agreement C2018-077 for pavement performance data collection, modeling and hosting of Lucy asset management software.</u>	
Vendor/Consultant/Agreement/Agency Information: Contact Name: <u>Jim Tourek</u> Entity Name: <u>Infrastructure Management Services, LLC</u> Entity Address: <u>1820 W Drake Drive, Suite 104, Tempe, AZ 85283</u> Entity Phone, Fax and E-mail address: <u>480-839-4347</u> Town of Fountain Hills Business License Number: <u>7358</u> Arizona Corporation Commission File Number: <u>L11222897</u>	
Documents Requested: <input type="checkbox"/> Ordinance # _____ (Draft attached Y// N) Publication Dates for Zoning Actions: _____ <input type="checkbox"/> Resolution # _____ (Draft attached Y// N) <input type="checkbox"/> Easement _____ (Specify Type) <input type="checkbox"/> Deed _____ (Specify Type) <input type="checkbox"/> IGA / Amendment (Corresponding Resolution Required) <input type="checkbox"/> PSA / Amendment	<input type="checkbox"/> PA (Purchase) / Amendment <input type="checkbox"/> IFB (Invitation for Bid) <input type="checkbox"/> RFQ (Request for Qualifications) <input type="checkbox"/> RFP (Request for Proposals) <input type="checkbox"/> CSA (Construction) / Amendment <input type="checkbox"/> QSP _____ <input checked="" type="checkbox"/> Cooperative Purchasing Agreement Approval _____ <input type="checkbox"/> Other _____
Required Contract/Agreement Information: Method of Vendor Selection: <u>Coopritive</u> Term of Contract/Agreement: <u>One year from date approved, with one additional renewal</u> Contract Amount (this contract): <u>44,500.00</u> Cumulative Contract Amount: <u>114,495.00</u> Brief description of services/goods being sought: <u>Pavement Management Services</u> Contract # assigned: <u>C2018-077</u> Funding Source: <u>STREET FUND</u> Project No. <u>NA</u> Budget Transfer Required: _____; if yes, attach appropriate documentation	
----- Staff Check List: A "request for legal services form" will be returned if submitted without the necessary information and attachments. *Scope of Work or Specifications Attached *Fee Proposal or Price Sheet Attached Attached	
*QSP Document Attached *Underlying Cooperative Purchasing Agreement	



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Public Works

Staff Contact Information: Justin T. Weldy, 480-816-5133, jweldy@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving Cooperative Purchase Agreement C2019-095 between the Town of Fountain Hills and Interwest Safety Supply LLC, with the option of two (2) one-year terms to provide signs and hardware.

Applicant: NA

Applicant Contact Information: NA

Owner: NA

Owner Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: NA

Staff Summary (background): The Town's sign maintenance program oversees 5,405 installed signs and a large number of street name signs. As part of the maintenance program, staff replaces outdated and damaged signs as needed. This contract will ensure compliance with State and Federal guidelines and allow for the uninterrupted purchasing of signs and sign hardware as needed.

Staff will utilize \$79,823.17 to purchase LED stop signs prior the end of FY 2018-19 that will be used for intersection and pedestrian safety improvements at various locations as assigned by the "Safety Committee".

The remaining balance will be split with Streets (\$30,000) for yearly budgeted sign replacement and with Community Services/GIS (\$10,000) for yearly budgeted park & trailhead signage. The proposed contract is for an amount not to exceed \$119,823.17 with each renewal option value of \$40,000 bringing the maximum aggregate amount for all terms to \$199,823.17.

Risk Analysis (options or alternatives with implications): If not approved, failure to comply with State & Federal guidelines will exist potentially causing hazards to pedestrian and vehicle safety.

Fiscal Impact (initial and ongoing costs; budget status): \$119,823.17 \$199,823.17

Budget Reference (page number): 285

Funding Source: Multiple Funds

If Multiple Funds utilized, list here: 100,200,300

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends approval of the Cooperative Purchasing Agreement C2019-095 with Interwest Safety Supply LLC

List Attachment(s): Cooperative Purchasing Agreement C2019-095, Underlying agreement from City of Peoria.

SUGGESTED MOTION (for Council use): Move to approve Cooperative Purchasing Agreement Contract C2019-095 between the Town and Interwest Safety Supply LLC, for signs and sign hardware in the amount of \$119,823.17

Prepared by:

Justin Weldy, Public Works Director 6/4/2019

Director's Approval:


Justin Weldy, Public Works Director 6/4/2019

CR
6/5/19

Approved:


Grady E. Miller, Town Manager 6/4/2019

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 18, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Interwest Safety Supply, LLC, a Delaware limited liability company (the "Contractor").

RECITALS

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

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

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with street sweeping services (the "Materials and Services"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 23, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Peoria Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional

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

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

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Peoria Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. For the Initial Term, the Town shall pay the Contractor an aggregate amount not to exceed \$119,823.17 for the Materials and Services at the unit rates set forth in the Peoria Contract. Thereafter, for the subsequent Renewal Term(s), if any, the Town shall pay the Vendor an annual aggregate amount not to exceed \$40,000.00 for the Materials and

Services at the unit rates set forth in the Peoria Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$199,823.17.

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

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

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

7. Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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

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

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Contractor Proposal, the Peoria Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Peoria Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the

negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
4711 E. Falcon Drive, Suite 111
Peoria, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Interwest Safety Supply, LLC
1714 West Lincoln Street
Phoenix, Arizona 85007
Attn: Kevin DeRuiter

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
6/5/19

Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC,

[Peoria Contract]

See following pages.



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Eight (8) Date: 03/06/19

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/23/19 and is hereby extended. EXTENSION #3

The New Contract Term is: 06/24/19 to 06/23/20

*Price increase approved by department. See attached Price Sheet Summary (revised 4/2019) which replaces previous price sheets. All contract terms and conditions remain the same.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4/22/19	Kevin DeRutter, Regional Manager	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name

1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:

Rhonda Geriminsky, City Clerk

Director: Kevin Burke, Public Works Director

Adam Stapleton
Department Rep: Adam Stapleton,
Street Maintenance Supervisor

Approved as to Form:

Vanessa P. Hickman, City Attorney



CC Number

ACON26816H
Contract Number

The above referenced Contract Amendment is hereby Executed:
5-20-19, at Peoria, Arizona

Dan Zenko, Materials Manager

Terry Anderson
CPPB Contract Officer
City of Peoria Materials Management

5/12/2019



www.iwsafety.com

Terry,

Please let this letter serve as notice regarding price list increase sent on 4/23/2019. Interwest Safety will put increase into effect at start date of 7/1/2019.

With the continued rising prices of raw materials, we use in our production and the uncertainty of stable pricing within our market we felt it necessary to increase prices for the upcoming term of the contract.

For any suggestions or concerns regarding this increase or our services do not hesitate to call me. I would appreciate any and all inquiries.

Interwest Safety has always valued our relationship with the City of Peoria. We will continue always to improve and provide the very best in customer service. We are proud to have assisted on so many Peoria projects.

Sincerely,
Rick Belanger
Account Manager

P16-0065 Street Signs and Hardware Price Sheet Summary (revised 04/22/19)					Contract Amendment #7		Contract Amendment #8			
Item	Product Description	Qty	2017		2018		2019			
			Current Unit Price	Ext Curr Price	Current Unit Price	Ext New Price	New Unit Price	Ext New Price	Price Delta	Ext Price Delta
1	#960 Sign, Blank 24"x6"	40	\$2.60	\$104.00	\$4.25	\$170.00	\$6.14	\$245.60	\$1.89	\$75.60
2	#964 Sign, Blank 48"x6"	1	\$5.20	\$5.20	\$8.50	\$8.50	\$12.28	\$12.28	\$3.78	\$3.78
3	#965 Sign, Blank 12"x12"	1	\$2.60	\$2.60	\$4.25	\$4.25	\$4.34	\$4.34	\$0.09	\$0.09
4	#966 Sign, Blank 18"x12"	200	\$3.86	\$772.00	\$6.00	\$1,200.00	\$6.51	\$1,302.00	\$0.51	\$102.00
5	#968 Sign, Blank 36"x12"	110	\$7.72	\$849.20	\$10.00	\$1,100.00	\$18.41	\$2,025.10	\$8.41	\$925.10
6	#970 Sign, Blank 18"x18"	20	\$5.85	\$117.00	\$9.25	\$185.00	\$9.76	\$195.20	\$0.51	\$10.20
7	#971 Sign, Blank 24"x18"	150	\$7.80	\$1,170.00	\$12.00	\$1,800.00	\$13.01	\$1,951.50	\$1.01	\$151.50
8	#973 Sign, Blank 24"x24"	23	\$10.30	\$236.90	\$16.00	\$368.00	\$17.35	\$399.05	\$1.35	\$31.05
9	#975 Sign, Blank 36"x24"	30	\$15.44	\$463.20	\$22.00	\$660.00	\$36.83	\$1,104.90	\$14.83	\$444.90
10	#976 Sign, Blank 48"x24"	10	\$20.59	\$205.90	\$28.50	\$285.00	\$49.10	\$491.00	\$20.60	\$206.00
11	#977 Sign, Blank 30"x30"	120	\$16.10	\$1,932.00	\$26.00	\$3,120.00	\$27.11	\$3,253.20	\$1.11	\$133.20
12	#979 Sign, Blank Bare 36"x36"	13	\$23.23	\$301.99	\$35.00	\$455.00	\$39.04	\$507.52	\$4.04	\$52.52
13	#981 Sign, 24"x6" Dbl Face	40	\$6.65	\$266.00	\$7.50	\$300.00	\$11.04	\$441.60	\$3.54	\$141.60
14	#982 Sign, 30"x6" Dbl Face	20	\$8.30	\$166.00	\$9.00	\$180.00	\$13.80	\$276.00	\$4.80	\$96.00
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$9.95	\$9.95	\$10.50	\$10.50	\$16.56	\$16.56	\$6.06	\$6.06
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$11.65	\$11.65	\$12.95	\$12.95	\$19.32	\$19.32	\$6.37	\$6.37
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$13.30	\$133.00	\$14.50	\$145.00	\$22.08	\$220.80	\$7.58	\$75.80
18	#988 Sign, 18"x18" OM4-2 Type IV HI Intensity w/ Graffiti	10	\$14.95	\$149.50	\$16.50	\$165.00	\$19.46	\$194.60	\$2.96	\$29.60
19	#991 Sign, Blank 30"x24"	280	\$22.90	\$6,412.00	\$25.00	\$7,000.00	\$23.13	\$6,476.40	\$1.87	\$523.60
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$25.74	\$25.74	\$28.50	\$28.50	\$61.38	\$61.38	\$32.88	\$32.88
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$30.88	\$30.88	\$34.00	\$34.00	\$73.65	\$73.65	\$39.65	\$39.65
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$9.90	\$198.00	\$10.95	\$219.00	\$16.56	\$331.20	\$5.61	\$112.20
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$12.50	\$12.50	\$13.75	\$13.75	\$20.70	\$20.70	\$6.95	\$6.95
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$14.95	\$14.95	\$16.45	\$16.45	\$24.83	\$24.83	\$8.38	\$8.38
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$17.45	\$174.50	\$19.20	\$192.00	\$28.97	\$289.70	\$9.77	\$97.70
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$19.30	\$193.00	\$30.00	\$300.00	\$32.35	\$323.50	\$2.35	\$23.50
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$16.25	\$325.00	\$26.00	\$520.00	\$27.11	\$542.20	\$1.11	\$22.20
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$5.15	\$103.00	\$8.50	\$170.00	\$8.68	\$173.60	\$0.18	\$3.60
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$37.60	\$1,128.00	\$45.00	\$1,350.00	\$59.45	\$1,783.50	\$14.45	\$433.50
30	#3031 30"x12" Sign, Blank	1	\$6.43	\$6.43	\$10.50	\$10.50	\$15.34	\$15.34	\$4.84	\$4.84
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$4.35	\$4.35	\$7.00	\$7.00	\$10.23	\$10.23	\$3.23	\$3.23
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$20.90	\$20.90	\$22.50	\$22.50	\$33.99	\$33.99	\$11.49	\$11.49
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$23.90	\$23.90	\$26.00	\$26.00	\$38.85	\$38.85	\$12.85	\$12.85
34	36" Sign, Blank, School Xing, Punched	1	\$23.40	\$23.40	\$38.00	\$38.00	\$39.04	\$39.04	\$1.04	\$1.04
35	24"x9" Sign, Blank	1	\$3.90	\$3.90	\$6.00	\$6.00	\$9.21	\$9.21	\$3.21	\$3.21
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$23.16	\$23.16	\$38.00	\$38.00	\$39.04	\$39.04	\$1.04	\$1.04
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$10.03	\$10.03	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$23.16	\$23.16	\$38.00	\$38.00	\$39.04	\$39.04	\$1.04	\$1.04
39	18"x6" Sign, Blank	1	\$1.95	\$1.95	\$3.50	\$3.50	\$4.60	\$4.60	\$1.10	\$1.10
40	24"x10" Sign, Blank	1	\$4.30	\$4.30	\$7.00	\$7.00	\$10.23	\$10.23	\$3.23	\$3.23
41	#1008 Bracket, Sign Banding D022—50/box	2	\$100.00	\$200.00						
42	#1009 Bracket, Sign 1345F, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$6.50	\$0.50	\$0.50
43	#1011 Bracket, Sign 9225F, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$6.50	\$0.50	\$0.50
44	#1012 Bracket, Sign 9905F, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$6.50	\$0.50	\$0.50
45	Bracket, Sign 12" Round	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00
46	Bracket, Sign 12" Square	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00
47	Bracket, Sign 12" Cross	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00
48	#1013 Branding Metal 100"x.030 Ga.	8	\$58.75	\$470.00	\$10.50	\$84.00	\$69.44	\$555.52	\$58.94	\$471.52
49	#1015 Buckle, Sign Banding 1/2"—100/box	2	\$43.00	\$86.00						
50	#1016 Post, Square, 1 1/2" sq. x 144" 12 gauge	1	\$40.95	\$40.95	\$38.25	\$38.25	\$38.25	\$38.25	\$0.00	\$0.00
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$9.30	\$930.00	\$9.30	\$930.00	\$9.56	\$956.00	\$0.26	\$26.00
52	#1019 Post, Square, 1 1/2" sq. x 120" 12 gauge	100	\$34.50	\$3,450.00	\$32.75	\$3,275.00	\$32.75	\$3,275.00	\$0.00	\$0.00
Annual Grand Total:				\$20,933.09		\$24,418.40		\$27,890.53		\$3,289.38

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CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 2

Description: Street Signs and Hardware

Amendment No: Seven (7) Date: 08/29/18

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

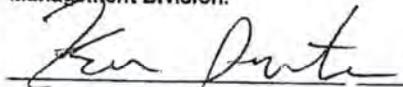
ORIGINAL

ACON26816 is hereby being amended to increase prices due to increase in aluminum pricing.

The attached P16-0065 Street Signs & Hardware Price Sheet Summary revised 7/31/18 replaces previous price sheets. All contract terms and conditions remain the same.

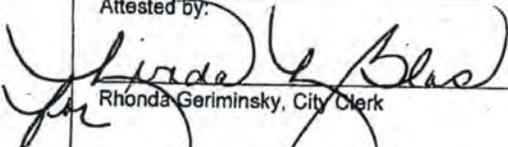
*includes discount catalog pricing for items not listed on Price Sheet.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division:

	9-19-18	Kevin DeRuiter Regional Manager	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name

1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

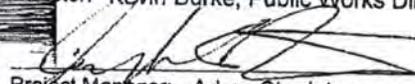
Attested by:


Rhonda Geriminsky, City Clerk


Director: Kevin Burke, Public Works Director



CC Number


Project Manager: Adam Stapleton,
Street Maintenance Supervisor

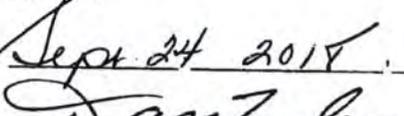
Approved as to Form:

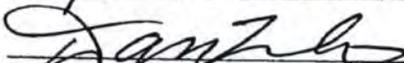

Vanessa P. Hickman, City Attorney

ACON26816G
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona

The above referenced Contract Amendment is hereby Executed:


Sept 24 2018, at Peoria, Arizona


Dan Zenko, Materials Manager

P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 07/31/18)

Contract Amendment #7

Item	Product Description	Qty	Current Unit Price	Ext Curr Price	New Unit Price	Ext New Price	Unit Price Delta	Ext Price Delta
1	#960 Sign, Blank 24"x6"	40	\$2.60	\$104.00	\$4.25	\$170.00	\$1.65	\$66.00
2	#964 Sign, Blank 48"x6"	1	\$5.20	\$5.20	\$8.50	\$8.50	\$3.30	\$3.30
3	#965 Sign, Blank 12"x12"	1	\$2.60	\$2.60	\$4.25	\$4.25	\$1.65	\$1.65
4	#966 Sign, Blank 18"x12"	200	\$3.86	\$772.00	\$6.00	\$1,200.00	\$2.14	\$428.00
5	968 Sign, Blank 36"x12"	110	\$7.72	\$849.20	\$10.00	\$1,100.00	\$2.28	\$250.80
6	#970 Sign, Blank 18"x18"	20	\$5.85	\$117.00	\$9.25	\$185.00	\$3.40	\$68.00
7	#971 Sign, Blank 24"x18"	150	\$7.80	\$1,170.00	\$12.00	\$1,800.00	\$4.20	\$630.00
8	#973 Sign, Blank 24"x24"	23	\$10.30	\$236.90	\$16.00	\$368.00	\$5.70	\$131.10
9	#975 Sign, Blank 36"x24"	30	\$15.44	\$463.20	\$22.00	\$660.00	\$6.56	\$196.80
10	#976 Sign, Blank 48"x24"	10	\$20.59	\$205.90	\$28.50	\$285.00	\$7.91	\$79.10
11	#977 Sign, Blank 30"x30"	120	\$16.10	\$1,932.00	\$26.00	\$3,120.00	\$9.90	\$1,188.00
12	#979 Sign, Blank Bare 36"x36"	13	\$23.23	\$301.99	\$35.00	\$455.00	\$11.77	\$153.01
13	#981 Sign, 24"x6" Dbl Face	40	\$6.65	\$266.00	\$7.50	\$300.00	\$0.85	\$34.00
14	#982 Sign, 30"x6" Dbl Face	20	\$8.30	\$166.00	\$9.00	\$180.00	\$0.70	\$14.00
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$9.95	\$9.95	\$10.50	\$10.50	\$0.55	\$0.55
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$11.65	\$11.65	\$12.95	\$12.95	\$1.30	\$1.30
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$13.30	\$133.00	\$14.50	\$145.00	\$1.20	\$12.00
18	#988 Sign, 18"x18" OMA-2 Type IV Hi Intensity w/ Graffiti	10	\$14.95	\$149.50	\$16.50	\$165.00	\$1.55	\$15.50
19	#991 Sign, Blank 30"x24"	280	\$22.90	\$6,412.00	\$25.00	\$7,000.00	\$2.10	\$588.00
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$25.74	\$25.74	\$28.50	\$28.50	\$2.76	\$2.76
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$30.88	\$30.88	\$34.00	\$34.00	\$3.12	\$3.12
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$9.90	\$198.00	\$10.95	\$219.00	\$1.05	\$21.00
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$12.50	\$12.50	\$13.75	\$13.75	\$1.25	\$1.25
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$14.95	\$14.95	\$16.45	\$16.45	\$1.50	\$1.50
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$17.45	\$174.50	\$19.20	\$192.00	\$1.75	\$17.50
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$19.30	\$193.00	\$30.00	\$300.00	\$10.70	\$107.00
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$16.25	\$325.00	\$26.00	\$520.00	\$9.75	\$195.00
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$5.15	\$103.00	\$8.50	\$170.00	\$3.35	\$67.00
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$37.60	\$1,128.00	\$45.00	\$1,350.00	\$7.40	\$222.00
30	#3031 30"x12" Sign, Blank	1	\$6.43	\$6.43	\$10.50	\$10.50	\$4.07	\$4.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$4.35	\$4.35	\$7.00	\$7.00	\$2.65	\$2.65
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$20.90	\$20.90	\$22.50	\$22.50	\$1.60	\$1.60
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$23.90	\$23.90	\$26.00	\$26.00	\$2.10	\$2.10
34	36" Sign, Blank, School Xing, Punched	1	\$23.40	\$23.40	\$38.00	\$38.00	\$14.60	\$14.60
35	24"x9" Sign, Blank	1	\$3.90	\$3.90	\$6.00	\$6.00	\$2.10	\$2.10
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$23.16	\$23.16	\$38.00	\$38.00	\$14.84	\$14.84
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$10.03	\$10.03	\$15.00	\$15.00	\$4.97	\$4.97
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$23.16	\$23.16	\$38.00	\$38.00	\$14.84	\$14.84
39	18"x6" Sign, Blank	1	\$1.95	\$1.95	\$3.50	\$3.50	\$1.55	\$1.55
40	24"x10" Sign, Blank	1	\$4.30	\$4.30	\$7.00	\$7.00	\$2.70	\$2.70
41	#1008 Bracket, Sign Banding D022 50/bow	2	\$100.00	\$200.00				
42	#1009 Bracket, Sign 134SF, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
43	#1011 Bracket, Sign 922SF, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
44	#1012 Bracket, Sign 990SF, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
45	Bracket, Sign 12" Round	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
46	Bracket, Sign 12" Square	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
47	Bracket, Sign 12" Cross	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
48	#1013 Branding Metal 100"x.030 Ga.	8	\$58.75	\$470.00	\$10.50	\$84.00	\$48.25	\$386.00
49	#1015 Buckle, Sign Banding 1/2" 100/bow	2	\$43.00	\$86.00				
50	#1016 Post, Square, 1 1/2" sq. x 144" 12 gauge	1	\$40.95	\$40.95	\$38.25	\$38.25	\$2.70	\$2.70
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$9.30	\$930.00	\$9.30	\$930.00	\$0.00	\$0.00
52	#1019 Post, Square, 1 1/2" sq. x 120" 12 gauge	100	\$34.50	\$3,450.00	\$32.75	\$3,275.00	\$1.75	\$175.00

Removed

Removed



May 24, 2018

Interwest Safety Supply, LLC
Bart Smith
724 East 1860 South
Provo, Utah 84603

Market Impact 2018, Aluminum

The aluminum market and supporting industries have been directly affected by multiple events causing escalating prices in 2018.

- U.S. Commerce Department initiated antidumping duty and countervailing duty investigations against China. These investigations began in November 2017 and are not expected to be finalized until August 2018.
- Section 232 tariffs were announced in March 2018 of 10% for common alloy aluminum imports.
- U.S. Treasury sanctions against United Co. Rusal in April 2018 has further impacted world aluminum markets

Foreign and domestic aluminum supply is limited, and pricing has risen in response to the wave of domestic demand that has been created from these events. In addition to an increase in the spot market price of aluminum, there has also been increases in labor, energy, and freight costs driving further impact on price. For 2018, aluminum prices have risen 24% compared to 2017, Q4.

The outlook for the remainder of 2018 is concerning, domestic rolling mills are at capacity and foreign mills are charging premium prices to secure materials. It is our opinion that prices could continue to rise at a consistent pace throughout the year. This opinion is based on the uncertainty of the longstanding impact the above events will have. Until further decisions are finalized, aluminum pricing looks to climb as supply and demand levels rebalance.

Michael Sparks
Director, Manufactured Products
Grimco, Inc.

P16-0065 Street Signs and Hardware Price Sheet Summary (revised 07/27/17)		Contract Amendment #3			
Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60	4.25	
2	#964 Sign, Blank 48"x6"	1	\$ 5.20	8.50	
3	#965 Sign, Blank 12"x12"	1	\$ 2.60	4.25	
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	56.00	3.86 \$ 0.04
5	#968 Sign, Blank 36"x12"	110	\$ 7.80	10.20	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85	9.25	
7	#971 Sign, Blank 24"x18"	150	\$ 7.80	12.00	
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	10.20	\$ -0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65	7.50	
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30	9.00	
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95	10.50	
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$ 11.65	12.95	
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30	14.50	
18	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti	10	\$ 14.95	16.50	
19	#991 Sign, Blank 30"x24"	280	\$ 22.90	25.00	
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90	10.95	
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50	13.75	
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95	16.45	
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45	19.20	
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$ 19.50	19.30	\$ 0.20
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25	26	
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$ 41.45	37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35	7.00	
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90	22.50	
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90	26	
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40	38	
35	24"x9" Sign, Blank	1	\$ 3.90	6.00	
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	23.16	\$ 0.24
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$ 10.50	10.02	\$ 0.47
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$ 23.40	23.16	\$ 0.24
39	18"x6" Sign, Blank	1	\$ 1.95	3.50	
40	24"x10" Sign, Blank	1	\$ 4.30	7.00	
41	#1008 Bracket, Sign Banding D922 50/box	2	\$ 100.00	134	
42	#1009 Bracket, Sign 134SE, 5 1/2" W	1	\$ 6.00	6	
43	#1011 Bracket, Sign 922SE, 5 1/2" W	1	\$ 6.00	6	
44	#1012 Bracket, Sign 990SE, 5 1/2" W	1	\$ 6.00	6	
45	Bracket, Sign 12" Round	1	\$ 12.00	10.50	
46	Bracket, Sign 12" Square	1	\$ 12.00	10.50	
47	Bracket, Sign 12" Cross	1	\$ 12.00	10.50	
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75	10.50	
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00	68	
50	#1016 Post, Square, 1 1/2" sq. x 144" 12 gauge	1	\$ 40.95	38.25	
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30	9.30	
52	#1019 Post, Square, 1 1/2" sq. x 120" 12 gauge	100	\$ 34.50	32.75	

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 15-
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BAND-IT



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Six (6) Date: 04/02/18

Buyer: Terry Andersen

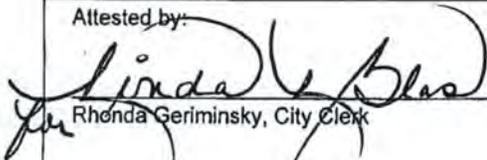
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 23, 2018 and is hereby extended. **EXTENSION #2**

The New Contract Term is: **June 24, 2018 to June 23, 2019**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4/30/18	Kevin DeRuiter, Regional Manager	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name
1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:


 Rhonda Geriminsky, City Clerk

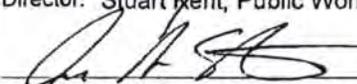


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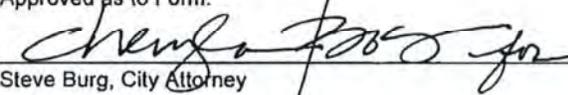
CC Number

ACON26816
 Contract Number

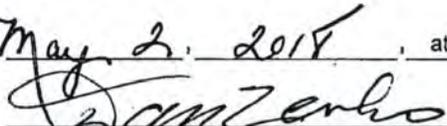

 Director: Stuart Kent, Public Works-Utilities Director


 Project Manager: Adam Stapleton,
 Street Maintenance Supervisor

Approved as to Form:


 Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 2, 2018 at Peoria, Arizona

 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 2

Description: Street Signs and Hardware

Amendment No: Five (5) Date: 03/08/18

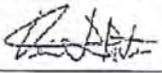
Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

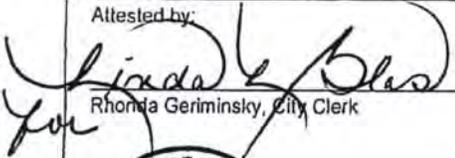
The above mentioned contract is hereby amended as follows:

Interwest Safety Supply, LLC has acquired Desert Highway Signs, Inc. as of January 31, 2018 and agrees to accept the contract terms and conditions and pricing as is, per attached.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	3/21/18	Kevin DeRuiter, Reg Mgt	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name
1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:

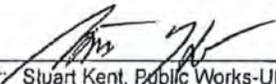

for
Rhonda Geriminsky, City Clerk

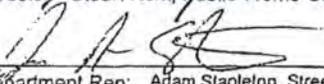


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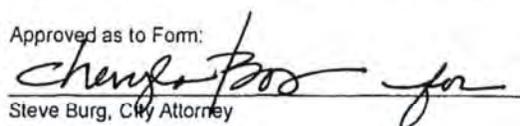
CC Number

ACON26816E
Contract Number


Director, Stuart Kent, Public Works-Utilities Director

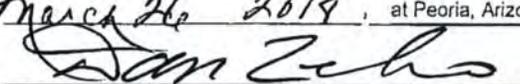

Department Rep: Adam Stapleton, Street Maintenance Supervisor

Approved as to Form:


Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

March 26 2018, at Peoria, Arizona


Dan Zenko, Materials Manager



Interwest Safety Supply, LLC ("Interwest") is pleased to announce the acquisition of Desert Highway Signs, Inc. ("DHS") as of January 31, 2018.

Headquartered in Provo, Utah, Interwest is a leading manufacturer and distributor of highway signage and roadway safety products in the Western United States serving state DOT agencies, road contractors, general contractors, municipalities, airports, schools, universities, law enforcement, rental companies, and private industry. With the acquisition of Desert Highway Signs, Interwest becomes the leading provider of DOT signs and safety products in Arizona with a complete one-stop product offering to meet the market needs.

Kevin DeRulter, President of DHS said, "We are excited to join the Interwest family and believe the combination of our two businesses will provide a comprehensive competitive product offering in Arizona and adjacent markets."

Doug Larson, President of Interwest said, "I'm thrilled to add industry veterans Kevin DeRulter and Jerod Hayes to the Interwest team. Their industry knowledge and skillsets will be invaluable as we expand throughout the Southwest."

Desert Highway Managers will continue to provide you with industry leading customer support operating under the name of Interwest Safety Supply.

Sincerely,

Kevin DeRulter
President
Desert Highway Signs, Inc.



7150 W Roosevelt St, B-137, Phoenix, Arizona 85043
Tel: (623) 215-7332 | Fax: (623) 243-5706 | email: info@deserthighwaysigns.com
www.deserthighwaysigns.com



CERTIFICATE OF LIABILITY INSURANCE

#5052

DATE (MM/DD/YYYY)
2/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

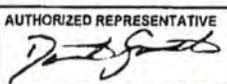
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	CONTACT NAME: Alaina Ollerton PHONE (A/C, No, Ext): 801-924-1400 FAX (A/C, No): 801-924-1441 E-MAIL ADDRESS: reception@presidio-group.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER B: Workers Compensation Fund</td> <td>10033</td> </tr> <tr> <td>INSURER C: Advantage Workers Compensation Ins Co</td> <td>40517</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Mutual Casualty Company	21415	INSURER B: Workers Compensation Fund	10033	INSURER C: Advantage Workers Compensation Ins Co	40517	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED INTESAF-01 Interwest Safety Supply LLC Interwest Safety Supply Holdings, LLC PO Box 31 Provo UT 84606														

COVERAGES CERTIFICATE NUMBER: 1010117120 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		5X26715	2/4/2018	2/4/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POF AGG \$2,000,000 EBL AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5X25715	2/4/2018	2/4/2019	UNLIMITED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5X25715	2/4/2018	2/4/2019	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3408993 3409035	2/4/2018 2/4/2018	2/4/2019 2/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
City of Peoria is Additional Insured with respect to General Liability.

CERTIFICATE HOLDER City of Peoria 9875 N 85th Avenue Peoria AZ 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Four (4) Date: 10/16/17

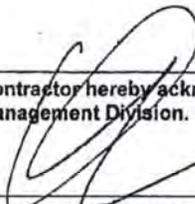
Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

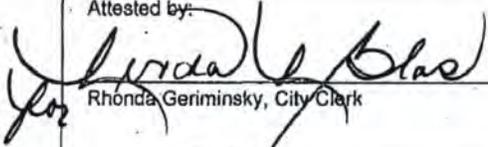
ACON26816 is hereby being amended to remove the following line item from the contract.

Page 22, Hardware, Item 49., #1015 Banding Buckle 1/2" – 100 box

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>10/25/17</u>	Kevin DeRuiter, President	Desert Highway Signs Inc.
Signature	Date	Typed Name and Title	Company Name
<u>7150 W Roosevelt St B-137</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85043</u>
Address	City	State	Zip

Attested by:



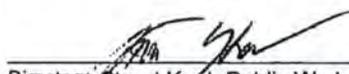
Rhonda Geriminsky, City Clerk

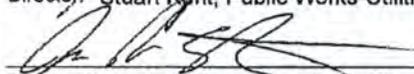


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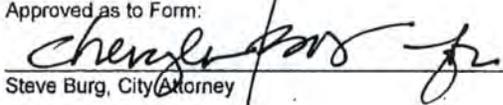
CC Number

ACON26816D
Contract Number

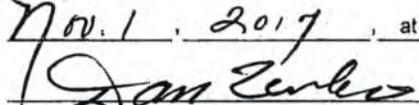

Director: Stuart Kent, Public Works-Utilities Director


Project Manager: Adam Stapleton – Street Maintenance Supervisor

Approved as to Form:


Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 1, 2017 at Peoria, Arizona

Dan Zenko, Materials Manager

100

100

100





CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Three (3) Date: 07/27/17

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

ACON26816 is hereby amended to remove the following line item from the contract.

Page 22, Hardware, Item 41., #1008 Bracket, Sign Banding D022 – 50 box

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	8/15/17	Kevin DeRuiter, President	Desert Highway Signs Inc
Signature	Date	Typed Name and Title	Company Name
7150 W Roosevelt St B-137	Phoenix	AZ	85043
Address	City	State	Zip

Attested by:

Rhonda Germinsky, City Clerk



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City of Peoria, Arizona

CC Number

ACON26816C
Contract Number

Director: Stuart Kent, Public Works-Utilities Director

Department Rep: Adam Stapleton – PW-UT Street Maintenance Supervisor

Approved as to Form:

Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

8-24-2017, at Peoria, Arizona

Dan Zenro, Materials Manager

P16-0065 Street Signs and Hardware Price Sheet Summary (revised 07/27/17)		Contract Amendment #3			
Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60		
2	#964 Sign, Blank 48"x6"	1	\$ 5.20		
3	#965 Sign, Blank 12"x12"	1	\$ 2.60		
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	\$ 3.86	\$ 0.04
5	968 Sign, Blank 36"x12"	110	\$ 7.80	\$ 7.72	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85		
7	#971 Sign, Blank 24"x18"	150	\$ 7.80		
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	\$ 10.30	\$ 0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	\$ 15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	\$ 20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	\$ 16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	\$ 23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65		
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30		
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95		
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$ 11.65		
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30		
18	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti	10	\$ 14.95		
19	#991 Sign, Blank 30"x24"	280	\$ 22.90		
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	\$ 25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	\$ 30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90		
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50		
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95		
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45		
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$ 19.50	\$ 19.30	\$ 0.20
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25		
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	\$ 5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$ 41.45	\$ 37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	\$ 6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35		
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90		
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90		
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40		
35	24"x9" Sign, Blank	1	\$ 3.90		
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	\$ 23.16	\$ 0.24
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$ 10.50	\$ 10.03	\$ 0.47
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$ 23.40	\$ 23.16	\$ 0.24
39	18"x6" Sign, Blank	1	\$ 1.95		
40	24"x10" Sign, Blank	1	\$ 4.30		
41	#1008 Bracket, Sign Banding D022 - 50/box	2	\$ 100.00		
42	#1009 Bracket, Sign 134SF, 5 1/4" W	1	\$ 6.00		
43	#1011 Bracket, Sign 922SF, 5 1/4" W	1	\$ 6.00		
44	#1012 Bracket, Sign 990SF, 5 1/4" W	1	\$ 6.00		
45	Bracket, Sign 12" Round	1	\$ 12.00		
46	Bracket, Sign 12" Square	1	\$ 12.00		
47	Bracket, Sign 12" Cross	1	\$ 12.00		
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75		
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00		
50	#1016 Post, Square, 1 1/4" sq. x 144" 12 gauge	1	\$ 40.95		
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30		
52	#1019 Post, Square, 1 1/4" sq. x 120" 12 gauge	100	\$ 34.50		

Removed



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Two (2) Date: 02/27/17

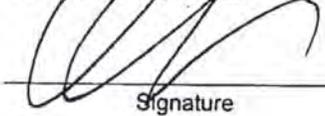
Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

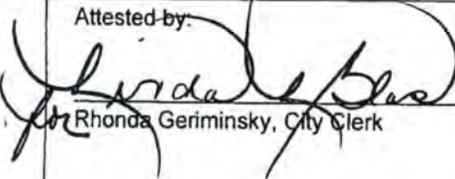
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 23, 2017 and is hereby extended.

The New Contract Term is: **June 24, 2017 to June 23, 2018**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>3/13/17</u>	Kevin DeRuiter, President	Desert Highway Signs Inc
Signature	Date	Typed Name and Title	Company Name

<u>7150 W Roosevelt St., B-137</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85043</u>
Address	City	State	Zip

Attested-by:

Rhonda Geriminsky, City Clerk

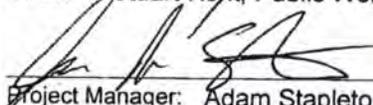


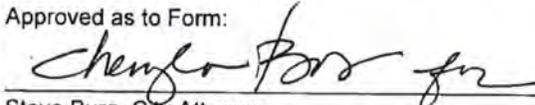
CC Number _____

ACON26816B
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona

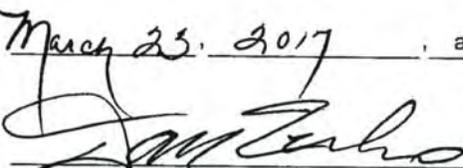

Director: Stuart Kent, Public Works-Utilities Director


Project Manager: Adam Stapleton,
Street Maintenance Supervisor

Approved as to Form:

Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

March 23, 2017 at Peoria, Arizona


Dan Zenko, Materials Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	DAVID DORMAN, AGENT 5929 W PEORIA AVE STE 106 GLENDALE, AZ 85302-1207	CONTACT NAME: DAVID DORMAN	PHONE (A/C No. Ext): 623-247-2417	FAX (A/C No.): 623-934-7456	
		E-MAIL ADDRESS: DAVID.DORMAN.UJLR@STATEFARM.COM			
INSURED	DESERT HIGHWAY SIGNS, INC. 7150 W ROOSEVELT ST STE B137 PHOENIX, AZ 85043-2354	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: State Farm Fire and Casualty Company			25143
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDCSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	93-CJ-Q5030	06/27/2016	06/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	93-CG-Q184-4	03/15/2016	03/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SOLICITATION NUMBER: P16-0065

The City of Peoria is included as Additional Insured as required by written contract with respects to liability arising out of work performed by the named insured.

CERTIFICATE HOLDER

CITY OF PEORIA
8401 W MONROE ST
PEORIA, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



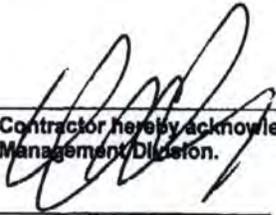
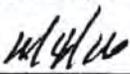
CONTRACT AMENDMENT

Solicitation No. P16-0065 Page 1 of 1
 Description: Street Signs and Hardware
 Amendment No. One (1) Date: 10/19/16

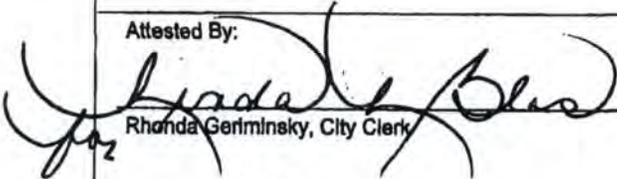
Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Terry Andersen

ACON26816 is agreed to by both parties and hereby being amended for items reduced on the price sheet. See attached revised price sheet summary.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

		Kevin DeRuiter, President	Desert Highway Signs Inc
Signature	Date	Typed Name and Title	Company Name
7150 W Roosevelt St., B-137		Phoenix	AZ 85043
Address		City	State Zip Code

Attested By:


 Rhonda Geriminsky, City Clerk

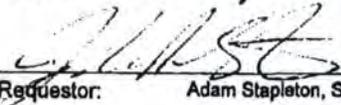


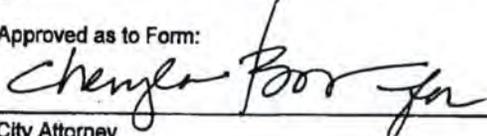
City Seal
 Copyright 2003
 City of Peoria, Arizona

CC Number

 ACON26816A
 Contract Number


 Director: Stuart Kent, Public Works-Utilities Director


 Requestor: Adam Stapleton, Street Maintenance Supervisor

Approved as to Form:

 City Attorney

The above referenced Contract Amendment is hereby Executed:

 Nov. 8, 2016, at Peoria, Arizona
 Dan Zenko, Materials Manager

P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 10/19/16)

Contract Amendment #1

Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60		
2	#964 Sign, Blank 48"x6"	1	\$ 5.20		
3	#965 Sign, Blank 12"x12"	1	\$ 2.60		
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	\$ 3.86	\$ 0.04
5	#968 Sign, Blank 36"x12"	110	\$ 7.80	\$ 7.72	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85		
7	#971 Sign, Blank 24"x18"	150	\$ 7.80		
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	\$ 10.30	\$ 0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	\$ 15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	\$ 20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	\$ 16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	\$ 23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65		
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30		
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95		
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$ 11.65		
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30		
18	#988 Sign, 18"x18" OM4-2 Type IV HI Intensity w/ Graffiti	10	\$ 14.95		
19	#991 Sign, Blank 30"x24"	280	\$ 22.90		
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	\$ 25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	\$ 30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90		
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50		
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95		
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45		
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$ 19.50	\$ 19.30	\$ 0.20
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25		
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	\$ 5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$ 41.45	\$ 37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	\$ 6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35		
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90		
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90		
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40		
35	24"x9" Sign, Blank	1	\$ 3.90		
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	\$ 23.16	\$ 0.24
37	36" Sign, Blank, YIELD, Punched 1 1/2" from Top and Bottom	1	\$ 10.50	\$ 10.03	\$ 0.47
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$ 23.40	\$ 23.16	\$ 0.24
39	18"x6" Sign, Blank	1	\$ 1.95		
40	24"x10" Sign, Blank	1	\$ 4.30		
41	#1008 Bracket, Sign Banding D022 - 50/box	2	\$ 100.00		
42	#1009 Bracket, Sign 134SF, 5 1/4" W	1	\$ 6.00		
43	#1011 Bracket, Sign 922SF, 5 1/4" W	1	\$ 6.00		
44	#1012 Bracket, Sign 990SF, 5 1/4" W	1	\$ 6.00		
45	Bracket, Sign 12" Round	1	\$ 12.00		
46	Bracket, Sign 12" Square	1	\$ 12.00		
47	Bracket, Sign 12" Cross	1	\$ 12.00		
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75		
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00		
50	#1016 Post, Square, 1 1/2" sq. x 144" 12 gauge	1	\$ 40.95		
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30		
52	#1019 Post, Square, 1 1/2" sq. x 120" 12 gauge	100	\$ 34.50		



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P16-0065** Bid Due Date: **June 9, 2016**
 Materials and/or Services: **Street Signs and Hardware** Time: **2:00 P.M. AZ Time**
 Contact: **Terry Andersen**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

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

OFFER

To the City of Peoria:

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

For clarification of this offer contact:

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

Name: Kevin DeRuiter

Email: Kevin@DesertHighwaySigns.com

Desert Highway Signs Inc
Company Name

[Signature]
Authorized Signature for Offer

7150 W Roosevelt St B-137
Address

Kevin DeRuiter
Printed Name

Phoenix AZ 85043
City State Zip Code

President
Title

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

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

Attested by:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

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

Approved as to form:

[Signature]
City Attorney

CC

Awarded on June 22, 2016

ACON 26816
Contract Number

[Signature]
Dan Zenko, Materials Manager

Official File



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A C O N 2 6 8 1 6 .



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue an *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority;



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

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

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

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

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

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

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

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

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

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

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P16-0065**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
35. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
37. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0065

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

40. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

41. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



SPECIFICATIONS

Solicitation Number: **P16-0065**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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I. INTENT

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

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

II. TECHNICAL SPECIFICATIONS

A. ALUMINUM TRAFFIC SIGNS

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

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

B. REFLECTIVE SHEETING

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

1. TYPE IV SHEETING

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

2. TYPE XI SHEETING

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

III. ESTIMATED QUANTITIES

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



SPECIFICATIONS

Solicitation Number: **P16-0065**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

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

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

IV. PRICING

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

V. DELIVERY

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

VI. Brand Names

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

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



PRICE SHEET

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	<i>Note: The numbers shown for each sign represent the City of Peoria inventory numbers, and should not be mistaken for manufacturer numbers.</i>				
1.	#960 Sign, Blank 24"x6" Part #: <u>080240</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	40	EA	<u>\$2.60</u>	<u>\$104.00</u>
2.	#964 Sign, Blank 48"x6" Part #: <u>0804806</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	<u>\$5.20</u>	<u>\$5.20</u>
3.	#965 Sign, Blank 12"x12" Part #: <u>0801212</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	<u>\$2.60</u>	<u>\$2.60</u>
4.	#966 Sign, Blank 18"x12" Part #: <u>0801812</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	200	EA	<u>\$3.90</u>	<u>\$780.00</u>
5.	968 Sign, Blank 36"x12" Part #: <u>0803612</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	110	EA	<u>\$7.80</u>	<u>\$858.00</u>
6.	#970 Sign, Blank 18"x18" Part #: <u>0801818</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	20	EA	<u>\$5.85</u>	<u>\$117.00</u>
7.	#971 Sign, Blank 24"x18" Part #: <u>0802418</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	150	EA	<u>\$7.80</u>	<u>\$1170.00</u>
8.	#973 Sign, Blank 24"x24" Part #: <u>0802424</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	23	EA	<u>\$10.40</u>	<u>\$239.20</u>
9.	#975 Sign, Blank 36"x24" Part #: <u>0803624</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	30	EA	<u>\$15.60</u>	<u>\$468.00</u>



PRICE SHEET

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Solicitation Number: **P16-0065**

Company Name:

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



PRICE SHEET

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Solicitation Number: P16-0065

Company Name:

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



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: **P16-0065**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
29.	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film Part#: <u>R1-1 0803039301160</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	30	EA	\$ <u>41.45</u>	\$ <u>1243.50</u>
30.	#3031 30"x12" Sign, Blank Part#: <u>0803012</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>6.50</u>	\$ <u>6.50</u>
31.	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides Part#: <u>0802410</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>4.35</u>	\$ <u>4.35</u>
32.	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12542093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>20.90</u>	\$ <u>20.90</u>
33.	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12548093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>23.90</u>	\$ <u>23.90</u>
34.	36" Sign, Blank, School Xing, Punched Part#: <u>08036P</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
35.	24"x9" Sign, Blank Part#: <u>0802409</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>3.90</u>	\$ <u>3.90</u>
36.	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom Part#: <u>08036C</u> Manufacturer: _____	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
37.	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom Part#: <u>08036TRI</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>10.50</u>	\$ <u>10.50</u>
38.	36"x36" Sign, Blank, Square and Diamond (hole patterns) Part#: <u>0803636</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: **P16-0065**

Company Name:

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



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: **P16-0065**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
48.	#1013 Branding Metal 100"x.030 Ga. Part #: <u>C209</u> Manufacturer: <u>BAND-LT</u>	8	EA	\$ <u>58.75</u>	\$ <u>470.00</u>
49.	#1015 Buckle, Sign Banding 1/2" Part #: <u>C254</u> Manufacturer: <u>BAND-LT</u> 100/BOX	3	EA BOX	\$.49 43.00	\$ 1.29 129. ⁰⁰ <i>JA</i>
50.	#1016 Post, Square, 1 3/4" sq. x 144" 12 gauge Part #: <u>137514412GA</u> Manufacturer: <u>X2</u>	1	EA	\$ <u>40.95</u>	\$ <u>40.95</u>
51.	#1018 Post, Square, 2" sq. x 30" long 12 gauge Part #: <u>230ANL12GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>9.30</u>	\$ <u>930.00</u>
52.	#1019 Post, Square, 1 3/4" sq. x 120" 12 gauge Part #: <u>137512012GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>34.50</u>	\$ <u>3450.00</u> <i>JA</i>

Delivery shall be made 7-10 days ARO

Discount offered off price sheet/catalog for signs
20 %

Discount offered off price sheet/catalog for hardware
20 %

Subtotal:
Tax Rate 8.6 % Taxes:
Total:

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



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P16-0065

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

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

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

2. Company: TOWN OF GILBERT
 Contact: Demetrius Fernandez
 Address: 900 E JUNIPER AVE
GILBERT AZ 85234
 Phone: 480-503-6419
 Email: demetrius.fernandez@gilbertaz.gov
 Type of Work: PUBLIC WORKS

3. Company: SPEAR CONSTRUCTION
 Contact: KELLY LEWIS
 Address: PO BOX 10506
GLendale AZ 85318
 Phone: 623-600-2215
 Email: KellyLewis@speararizona.com
 Type of Work: Contractor



QUESTIONNAIRE

Solicitation Number: **P16-0065**

Materials Management Procurement

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

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

Yes No *If no, give reason below*

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

Yes No *If no, give reason below*



QUESTIONNAIRE

Solicitation Number: **P16-0065**

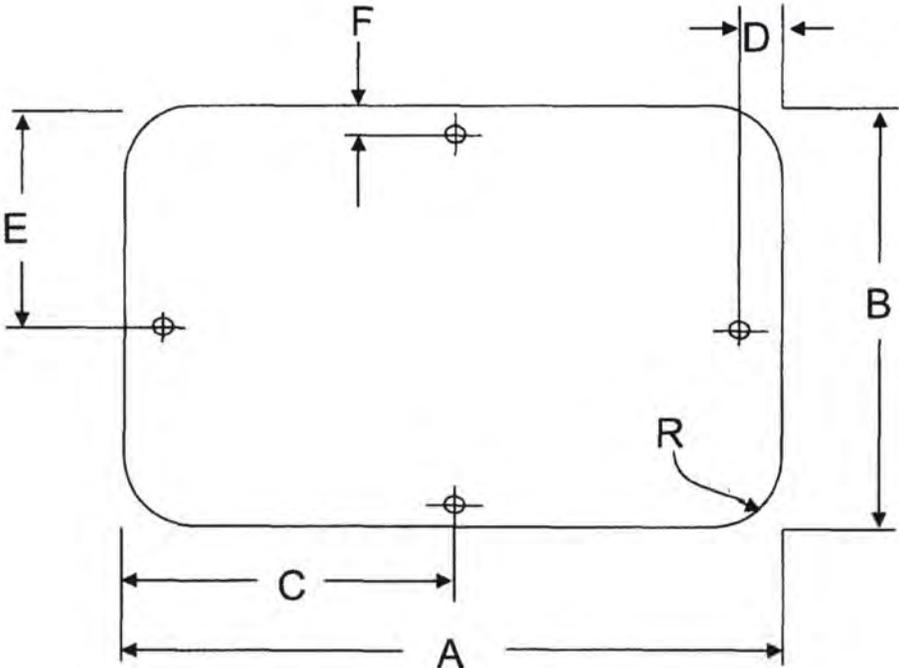
Materials Management Procurement

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

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

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

Diagram 1



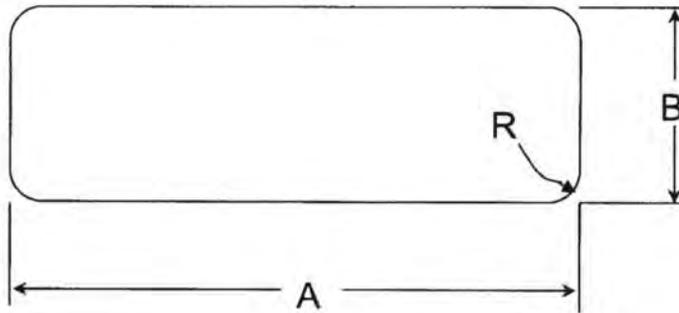
PS#	A	B	C	D	E	F	R	Gauge
966	18	12	9	3	6	3	1.500	.080
968	36	12	18	3	6	3	1.500	.080
971	24	18	12	3	9	3	1.500	.080
975	36	24	18	3	12	3	1.500	.080
976	48	24	24	3	12	3	1.875	.080
991	30	24	15	3	12	3	1.500	.080
2520	36	30	18	3	12	3	2.000	.080
2524	24	12	12	3	6	3	1.500	.080
	24	10	12			3	1.500	.080
	18	6	9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

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 2

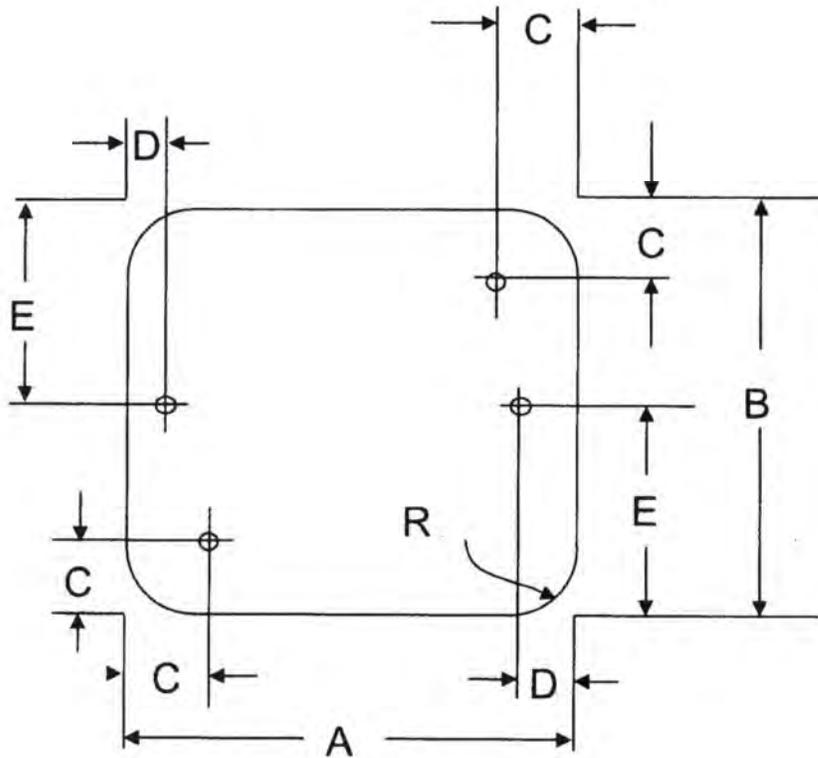


PS#	A	B	R	Gauge
960, 981	24	6	1	.080
982	30	6	1	.080
983	36	6	1	.080
984	42	6	1	.080
964, 985	48	6	1	.080
2515	24	9	1	.080
2516	30	9	1	.080
2517	36	9	1	.080
2518	42	9	1	.080
2519	48	9	1	.080

(All dimensions are in inches)

(Not to Scale)

Diagram 3



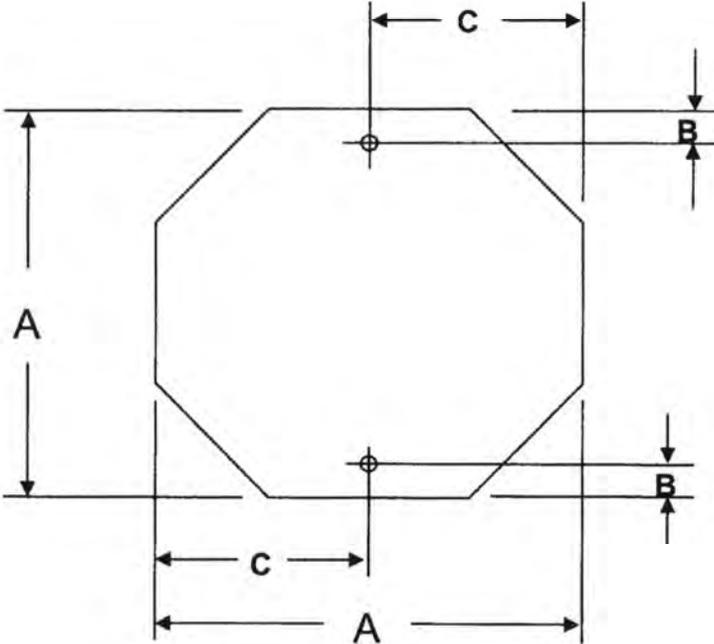
PS#	A	B	C	D	E	R	Gauge
970	18	18	3	3	9	2	.080
973	24	24	3	3	12	2	.080
977	30	30	4 1/2	3	15	2	.080
988	18	18	3	N/A	N/A	2	.080
	36	36	4 1/2	3	3	2	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 4



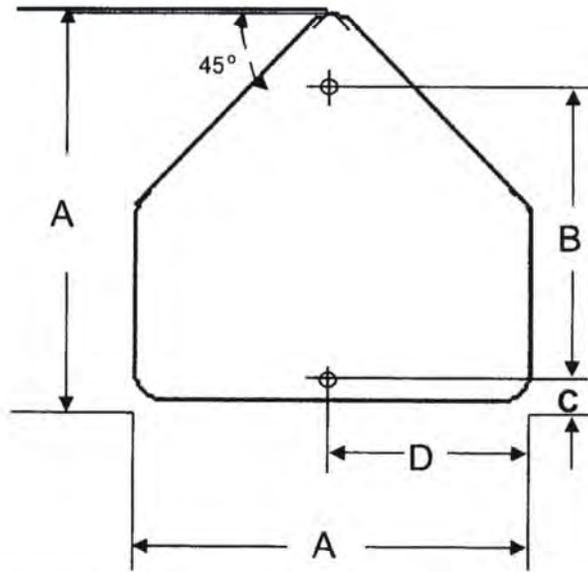
PS#	A	B	C	Gauge
2990	30	3	15	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 5



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

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC

[Materials Order]

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



CONTRACT/GRANT INFORMATION SHEET - NEW CONTRACT

Date: 6/4/2019			
Staff's Name: Justin T. Weldy		Department:30	
Vendor's Name: Interwest Safety Supply LLC		Vendor Number:	1714
Address:1714 West Lincoln Street Phoenix, AZ 85007			
Phone:623-215-7332			
Received W9: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> ALREADY IN SYSTEM			
Business License #:Pending		Exp. Date: Click here to enter a date.	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	100	Various		
Accounting Code:	200	Various		
Accounting Code:	300	Various		
TBD(used for variety of different things/departments/funds):	Choose an item.			

CONTRACT SUMMARY

Contract Number Assigned:	2019-095		
Current Contract Total:	\$119,823.17	Total Contract Amount with Renewals:	\$199,823.17
Brief Description of Service:	Signs and Hardware Supplies		
If Renewable:	Original	Total # of Renewals Max:	2
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract Beginning Date:	6/18/2019		
Contract Expiration Date:	6/23/2020		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	285		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/18/2019	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Insurance Certificate provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Warranty Period:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, expires Click here to enter a date.
Estimated Start Date:	6/18/2019		
Estimated Completion Date:	6/23/2020		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:	Resolution Number:	
Date Council Approved:		

REQUEST FOR LEGAL SERVICES

Name/Phone Number/E-mail of Requestor: Justin T.Weldy 602-721-2646 jweldy@fh.az.gov	Date of Request: 5/28/2019 Date Director Approved Request: 5/28/2019				
Procurement Approval by: Craig Rudolph 5/29/2019 Yes <input checked="" type="checkbox"/> No: <input type="checkbox"/> - Contact Finance Director	Due Date (From Town Attorney's office): 6/4/2019 <ul style="list-style-type: none"> Deadline for return of request from Legal is 10 business days after Procurement Approval. Deadline for completed packet items submitted to the Town Clerk - 12 PM the Wednesday 2 weeks prior to the date of the Council meeting. 				
Council Meeting Date: 6/18/2019 Item <u>does not</u> require Council approval <input type="checkbox"/>					
Request for Legal staff: Prepare the third amendment to COOPERATIVE PURCHASE AGREEMENT C2017-043 between the Town of Fountain Hills and Interwest Supply LLC, to provide signs and hardware, in the amount of \$119,823.17					
Proposed Agenda Language (if applicable): Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/>					
CONSIDERATION of approving the third amendment to contract C2017-043 between the Town and Interwest Safety Supply LLC, to provide signs and hardware					
Vendor/Consultant/Agreement/Agency Information: Contact Name: <u>Kevin DeRuitter</u> Entity Name: <u>Interwest Safety Supply LLC</u> Entity Address: <u>1714 W Lincoln Street Phoenix AZ 85007</u> Entity Phone, Fax and E-mail address: <u>623-215-7332----623-243-5706 kevin@deserthighwaysigns.com</u> Town of Fountain Hills Business License Number: <u>PENDING</u> Arizona Corporation Commission File Number: <u>R20066125</u>					
Documents Requested: <input type="checkbox"/> Ordinance # _____ (Draft attached Y/ / N) Publication Dates for Zoning Actions: _____ <input type="checkbox"/> Resolution # _____ (Draft attached Y/ / N) <input type="checkbox"/> Easement _____ (Specify Type) <input type="checkbox"/> Deed _____ (Specify Type) <input type="checkbox"/> IGA / Amendment (Corresponding Resolution Required) <input type="checkbox"/> PSA / Amendment	<input type="checkbox"/> PA (Purchase) / Amendment <input type="checkbox"/> IFB (Invitation for Bid) <input type="checkbox"/> RFQ (Request for Qualifications) <input type="checkbox"/> RFP (Request for Proposals) <input type="checkbox"/> CSA (Construction) / Amendment <input type="checkbox"/> QSP _____ <input checked="" type="checkbox"/> Cooperative Purchasing Agreement Approval _____ <input type="checkbox"/> Other _____				
Required Contract/Agreement Information: Method of Vendor Selection: <u>CPA</u> Term of Contract/Agreement: <u>June 24, 2018 - June 23, 2019</u> Contract Amount (this contract): <u>\$119,823.17</u> Cumulative Contract Amount: <u>\$179,823.17</u> Brief description of services/goods being sought: <u>Roadway signs and hardware</u> Contract # assigned: <u>C2017-043</u> Funding Source: <u>Various</u> Project No. _____ Budget Transfer Required: _____; if yes, attach appropriate documentation					
<hr style="border-top: 1px dashed black;"/> <p style="margin: 0;">--</p> <p>Staff Check List:</p> <p>A "request for legal services form" will be returned if submitted without the necessary information and attachments.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">*Scope of Work or Specifications Attached</td> <td style="width: 50%;">*QSP Document Attached</td> </tr> <tr> <td>*Fee Proposal or Price Sheet Attached</td> <td>*Underlying Cooperative Purchasing Agreement Attached</td> </tr> </table>		*Scope of Work or Specifications Attached	*QSP Document Attached	*Fee Proposal or Price Sheet Attached	*Underlying Cooperative Purchasing Agreement Attached
*Scope of Work or Specifications Attached	*QSP Document Attached				
*Fee Proposal or Price Sheet Attached	*Underlying Cooperative Purchasing Agreement Attached				



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF authorizing the Town Manager to secure a contract with a firm to represent and lobby on behalf of the Town of Fountain Hills relating to the possibility of the FAA changing Phoenix Sky Harbor Airport flight paths.

Applicant: None

Applicant Contact Information:

Owner: N/A

Owner Contact Information: N/A

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): At the Town Council meeting on June 4, 2019, Mayor Ginny Dickey reported that she had sent a letter to the FAA regarding concerns of potential changes to Phoenix Sky Harbor Airport flight paths that may negatively affect the air space above Fountain Hills. The City of Scottsdale recently conducted a number of meetings with its residents to seek input on proposed changes to the flight paths due to complaints from residents. Unfortunately, the City of Scottsdale failed to notify Fountain Hills or Fort McDowell about the meetings or the impact that some of the proposed flight paths would have on our communities. Scottsdale hired a lobbying firm to assist in influencing the FAA in its future decision to modify the flight paths.

Due to the importance of this issue on the quality of life of our residents and the fast pace that this has taken to date, it is recommended that the Town of Fountain Hills secure the services of a lobbying firm to represent the interests of the Town of Fountain Hills. Specifically, the scope of services will include the following:

- Research and stay on top of the proposed changes to the Phoenix Sky Harbor flight paths
- Develop strategies that protect the Town's interests
- Represent and communicate the Town's position before the FAA, City of Phoenix Airport Authority, Members of Congress, and other entities on flight paths that negatively impact Fountain Hills and recommend alternatives
- Provide regular written status reports to the Town of Fountain Hills
- Periodically give presentations to the Town Council

Risk Analysis (options or alternatives with implications): It is important for the Town of Fountain Hills to protect our community's interests relating to air traffic over Fountain Hills. Maintaining the status quo and not communicating the Town's position will likely result in undesirable flight path changes over Fountain Hills. Lobbying firms have relationships with members of Congress, agency heads, and others involved in critical

decision-making or agency oversight, so while it doesn't necessarily guarantee that the Town prevents the flight paths from changing, it does ensure that the Town's concerns are communicated and heard.

Fiscal Impact (initial and ongoing costs; budget status): The fiscal impact of possible flight path changes over Fountain Hills is unknown at this time.

Budget Reference (page number): N/A – budget book document is not published yet.

Funding Source: General Fund

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends that the Town Council authorize the Town Manager to secure a contract with a lobbying firm to represent Fountain Hill's interests relating to proposed changes to flight paths.

List Attachment(s): Letter dated May 22, 2019 to the FAA from Mayor Ginny Dickey
May 22, 2019 Article from the Scottsdale Independent

SUGGESTED MOTION (for Council use): Move to authorize the Town Manager to secure a contract with a lobbying firm to represent and lobby on behalf of the Town of Fountain Hills with the FAA, Phoenix Sky Harbor Airport, members of Congress, and other interested parties; and report back to the Town Council on August 13, 2019, about the firm secured and anticipated costs.

Prepared by:

NA 6/11/2019

Approved:


Grady E. Miller, Town Manager

6/11/2019

Director's Approval:

NA 6/11/2019



TOWN OF FOUNTAIN HILLS

16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268
480.816.5100 | Fax: 480.837.3145

May 22, 2019

VIA U.S. MAIL

Phoenix Step Two
Federal Aviation Administration
Operations Support Group
2200 South 216th Street
Des Moines, WA 98198

Re: FAA Flight Paths and Proposed Modifications

To Whom It May Concern:

I write on behalf of the Town Council and residents of the Town of Fountain Hills regarding both the Federal Aviation Administration's ("FAA") concepts for altering some of the flight paths for air traffic at Phoenix Sky Harbor Airport ("Sky Harbor") and some of the alternative proposals received regarding those concepts.

In September 2014, the FAA changed several flight routes for Sky Harbor air traffic. Following concerns expressed by citizens in and around Sky Harbor and extensive litigation, the FAA held a series of workshops at which it provided information regarding current flight paths and is now accepting public comments. Based on FAA renderings, FAA's Concepts 1 and 2 appear to have some, but comparatively less, impact on noise and quality of life for Town residents.

It has come to the Town's attention that on May 21, 2019, the Scottsdale City Council approved a resolution approving the submittal of proposed modifications to Concept 1. Scottsdale's "preferred" modification to Concept 1 diverts Sky Harbor traffic far to the east. This preferred modification would have much less adverse impact on the Town and its surrounding areas, including the Salt River Pima-Maricopa Indian Community and the McDowell Mountain Regional Park, a pristine public recreation area that drives tourism to the area and serves the residents of the Town. The Town supports and endorses Scottsdale's preferred modification.

Scottsdale also approved submitting, however, an "acceptable" modification to Concept 1. This modification would, according to the report received by the Scottsdale City Council, move approximately 2/3 of Sky Harbor east flow departure traffic over Fountain Hills and surrounding areas and may have other significant adverse impacts.

The Town opposes the latter modification as proposed, and the Town likewise opposes any modification that would significantly increase Sky Harbor air traffic over Fountain Hills and surrounding areas. This or any such proposal would dramatically increase the noise and frequency of air traffic over the Town; potentially decrease property values; and decrease quality of life and attractiveness of the Town that has made the Town a focal point of tourism and events since its founding.

I appreciate the FAA's concern and attention to this important issue.

Sincerely,



/s/Ginny Dickey

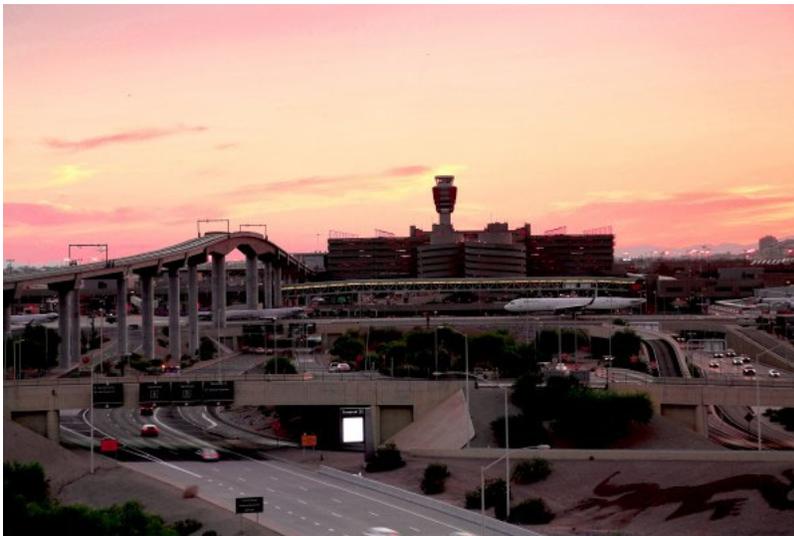
Ginny Dickey
Mayor, Town of Fountain Hills
GD/kmc

cc: Town Council, Town of Fountain Hills
Grady E. Miller, Town Manager, Town of Fountain Hills
Elizabeth A. Burke, Town Clerk, Town of Fountain Hills
W.J. "Jim" Lane, Mayor, City of Scottsdale
Bernadine Burnett, President, Fort McDowell Yavapai Nation

Home News One voice: Scottsdale pursues citizen relief from disruptive commercial flight patterns

One voice: Scottsdale pursues citizen relief from disruptive commercial flight patterns

May 22nd, 2019 · by Melissa Rosequist · Comments: 3



Flights arriving and departing Phoenix Sky Harbor International Airport are using paths regulated by a 2014 satellite-based navigation system coined NextGen. The changes are disruptive to local residents, officials say. (Photo courtesy of Phoenix Sky Harbor International Airport)

After nearly five years and hundreds of thousands of loud flights to the chagrin of Scottsdale residents, the local municipality is submitting comments to the Federal Aviation Administration regarding redirected Sky Harbor Airport traffic.

On Tuesday, May 21, Scottsdale City Council voted unanimously to approve a resolution authorizing Mayor Jim Lane to submit comments on behalf of the City of Scottsdale to the FAA regarding issues arising from airplanes arriving and departing Sky Harbor Airport, which has detrimentally affected local residents.

On Sept. 18, 2014, the Federal Aviation Administration implemented changes in flight paths using NextGen satellite-based navigation as part of an effort to streamline departures and arrivals of the estimated 1,200 daily flights to and from Sky Harbor Airport.

NextGen, short for Next Generation Air Transportation System, is a national procedure aimed to improve the National Airspace System. With the implementation of NextGen, the FAA made significant changes without a proper environmental assessment or notification to the public.

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Niagara Falls Marriott on the Falls **From \$104**



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advertisement



Ultimately, the new routes condensed and lowered flight corridors over thousands of homes, natural preserves and parks.

The changes were made without notifying the community, officials say.

Since that time, the City of Phoenix filed a lawsuit on behalf of all Phoenix neighborhoods, which was followed by a suit brought by several historic Phoenix neighborhoods. The court joined the two lawsuits together.

In August 2017, the court issued an unprecedented opinion and a judgment that FAA violated federal law when implementing the new flight paths in September 2014. The order indicates the FAA will need to return to the routes in place prior to September 2014 until it conducts a new environmental process.

The ruling, however, only applies to westbound flights. Eastbound flights, which are affecting Scottsdale and Town of Paradise Valley homeowners, are still using the NextGen regulations.

The FAA says NextGen’s goal is to increase the safety, efficiency, capacity, predictability and resiliency of American aviation. This overhaul brings together innovative technologies, capabilities, and procedures that improve departure and arrival operations, the FAA government website states.

According to Sky Harbor Airport’s 2018 annual noise report, the city of Scottsdale had 11,584 complaints stemming from 105 households. Scottsdale had the second most complaints behind Phoenix.

Additionally, the north Scottsdale ZIP code of 85255 was the second highest reporting complaint area Valley-wide, yielding 7,925 noise complaints stemming from 36-74 households.

Prior to the NextGen implementation, Sky Harbor Airport received 44 complaints Valley-wide in 2013. In 2017, they reached a peak of 102,110. Since Phoenix’s lawsuit, and westbound changes reverting back to pre-NextGen paths, the complaints have lessened to be 53,280 in 2018.

In the airport’s most recent report, for April 2019, 85255 is still among the highest complaining areas, with 11-16 complaints in the area for one month.

Scottsdale’s proposed changes

Scottsdale contracted with Washington D.C.-based Covington & Burling law firm in July 2018 — the agency has experience dealing with federal regulatory matters, and specifically the FAA, city officials contend.



(Photo courtesy of Phoenix Sky Harbor International Airport)



They also contracted with JDA Aviation Technology Solutions in November 2018, a nationally recognized expert in aviation issues to help the city find a way to assist its citizens in dealing with concerns.

Earlier this year, the FAA held a series of workshops, providing residents with information on changes made to Sky Harbor flight paths, and soliciting comments from the public on any concerns about the current paths.

It also accepted public comments through an online portal or by mail.

At the workshops, the FAA presented “concepts” for changing some of the flight paths for Sky Harbor air traffic. The organization, however, emphasized there was no commitment to implement the two concepts, and that it would wait until after the public had a chance to comment before deciding to take further action.

According to City Attorney Bruce Washburn, the concepts presented by the FAA would, if implemented, provide some relief to a number of Scottsdale residents. The city, with its hired partners, has worked to develop a proposal to submit to the FAA that builds on the their concepts, but which, in the opinion of JDA, would be substantially more beneficial to the city’s residents.



Bruce Washburn (Independent Newsmedia/Arianna Graine)

The city is proposing modifications that would route much of the departing traffic further to the east and would reduce the channelization of the flights that occurred as a result of the changes made by the FAA in 2014.

The two preferred modifications presented by city officials would move the departure traffic almost entirely out of Scottsdale; with the second modification moving it not as far east, but over less-populated areas of the city.

“Essentially coming out of Sky Harbor, one of the flight paths, one of the departures, comes basically right up the middle of Scottsdale and up through north Scottsdale,” Mr. Washburn said, pointing to a flight path titled MRBIL. “This is really the bulk of the traffic departing from Sky Harbor.”

Flight paths in the Phoenix metro area include names such as MRBIL, ZEPER and QUAKY.

The primary alternative for departing flights, as suggested by Scottsdale and its experts, is for Sky Harbor traffic coming out of the airport go further to the east along the south boundary of the Salt River Pima-Maricopa Indian Community, before going north.

“This basically gets the departing flights — and we would suggest that except for those going out through ZEPER, this would be all of them — they all move this far east. There’s very little population, if any, they would be going over,” Mr. Washburn said, noting how the Valley of the Sun has more expansive land for the FAA to utilize than an east coast city.

“We think it’s an appropriate trade-off to add a few more miles rather than channelize all this traffic over the populated areas of Scottsdale.”

A second modification has been created as well, Mr. Washburn says, which doesn’t take the flights quite as far east. He says the second option would be acceptable, but a lot of the traffic would be diverted over other residential areas in Fountain Hills and the McDowell Mountain Regional Park.



The Scottsdale City Council, pictured above, unanimously approved sending comments to the FAA regarding flight path complaints. (Independent Newsmedia/Arianna Grainey)

‘A lesson learned’

D.C. Ranch Community Council Public Affairs Director, Christine Irish, spoke at the City Council meeting to represent the development’s 7,000 residents.

Ms. Irish says after joining forces with community advocate group SCANA — also known as Scottsdale Coalition for Airplane Noise Abatement — they surprisingly saw the FAA present their concepts, which would lessen the impact to north Scottsdale if implemented.

“DC Ranch is hopeful that you will vote to support the recommended modifications and strongly advocate for their adoption by the FAA,” Ms. Irish said. “If it’s a ‘yes’ vote tonight, DC Ranch will submit their official comments to the FAA tomorrow endorsing the City of Scottsdale’s preferred modifications. We will also encourage our residents to submit the same comments, as we know there’s strength in numbers.”



Christine Irish

The communication with FAA has been a long time coming, Councilwoman Virginia Korte said at the meeting, giving a public shout-out to SCANA Chairman Bud Kern and resident Jeff Schwartz for their time invested to resolve the issue.

“In 2014 when the whole flight path patterns changed, we received hundreds of complaints and our answer to them was, well the city of Phoenix is suing the FAA and in a lawsuit, so we need to sit back and see what happens,” Ms. Korte said. “Fortunately, the City of Phoenix prevailed and I think that took the FAA a little bit by surprise. And yet, we as a city kind of continued to really not know what to do.”

Councilwoman Kathy Littlefield took time at the dais to publicly state that a lawsuit is not out of the question for Scottsdale.

“I would also like to make it clear and put on the record, that we reserve as a city, the option and we’ll be prepared to sue if necessary to get relief, as Phoenix did,” Ms. Littlefield said. “They did get relief with their lawsuit; we played nice and we didn’t get relief. So I consider this as a lesson learned, and I want to make sure we don’t close that loophole on our options in the future.”

Mayor Jim Lane echoed Ms. Littlefield on her sentiment, stating the city always reserves the right to go further on an issue to effect better change.

“Working and dealing with the FAA, something I have some knowledge of in a past life, is never an easy thing — particularly when it revolves around what they believe to be safety versus anything else,” Mr. Lane said.

Northeast Valley News Editor Melissa Rosequist can be e-mailed at mrosequist@newszap.com or can be followed on Twitter at twitter.com/mrosequist_.

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Tony Verreos

Mayor Jim Lane and Scottsdale City Council took the predictable cautious path or waiting to see what would happen with the Phoenix case. The mistake in doing that is not having a seat at the table before the court. The FAA has spent some \$40 billion of our money on software and airport improvement and expansion projects coast to coast. The FAA must have a greater ability to model for sound, and plan flight paths and procedures than they admit. They never explain why in the world it would take them 1-2 years or more to approve a change. When the change you are requesting is essentially to put the planes back where you moved them from, that would seem to not require any study.

I can't speak to what the attorney's asked the court for, or why the court seems to have deferred to the FAA, but most of us nationally agree the very first base step is for the FAA to REVERT to Pre-NextGen paths and prodedures.

Unity in purpose will serve all of Phoenix and Scottsdale best.

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Dean Wieber

My thoughts:

1. The planes have to go somewhere. Before rerouting over other residents, who will be just as concerned, let's get their input first.
2. I wonder how many of those planes contain Scottsdale residents and visitors? I'm betting more than Indian reservation residents and visitors.
3. If there is true concern about safety don't reroute low level flights over mountains. Planes in trouble need a mix of three things: fuel, altitude and ideas.

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Phil Griesbach

if you choose to live by an airport.....then noise is really not an issue...perhaps a move to cave creek....???

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TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/18/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Economic Development

Staff Contact Information: James Smith, Economic Development Director, 480-816-5104

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF AUTHORIZING the Town Manager to apply for a matching grant of up to \$75,000 through the National Endowment for the Arts' Our Town program for the purpose of supporting potential enhancements to and an event related to a celebration of the 50th anniversary of the fountain.

Applicant: NA

Applicant Contact Information: NA

Owner: NA

Owner Contact Information: NA

Property Location: NA

Related Ordinance, Policy or Guiding Principle: 2017 Strategic Plan – Create and Expand Destination Events

Staff Summary (background): Our Town is the National Endowment for the Arts' creative placemaking grant program. The funded projects require a partnership between a local government entity and at least one non-profit organization that is cultural in nature. It is intended that these projects also engage other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development). Matching grant amounts range from \$25,000 to \$200,000, with the Town's financial commitment being equal to the grant's award amount.

Town staff was just recently made aware of this opportunity, which has deadlines in early to mid-August, and is currently evaluating potential non-profit partners and the scope of the submittal. The grant has broad parameters that we believe fit well with both the potential infrastructure enhancements related to the fountain as well as an event to celebrate its creation and its importance to the Town.

The grant program encourages government entities to submit projects that:

- Bring new attention to or elevate key community assets and issues, voices of residents, local history, or cultural infrastructure;
- Inject new or additional energy, resources, activity, people, or enthusiasm into a place, community issue, or local economy;
- Envision new possibilities for a community or place – a new future, a new way of overcoming a challenge, or approaching problem-solving; and
- Connect communities, people, places, and economic opportunity via physical spaces or new relationships.

The projects to be funded must integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. Again, staff believes that those

identified activities seem applicable to the fountain improvements and the celebration thereof, including: arts festivals, performances of music, theater, dance and/or media, public art, public space design (including parks, plazas and landscape).

The objectives and improvements that are identified for Our Town projects include:

- Economic Change: This includes local business growth, job creation, in-migration and tourism, all of which are anticipated to be discussed in our grant application.
- Physical Change: This includes physical improvements that occur to the built and natural environment, with beautification and/or enhancement of the physical environment, new construction, and redevelopment (including arts, culture, and public space). We believe our response to this solicitation could include enhancements to the fountain, particularly lighting enhancements.

In addition, Social Change and Systems Change are also identified outcomes and these will be addressed in our formal response also.

Economic Development and Community Services requests authorization from Council to pursue the Our Town grant in order to make enhancements to the fountain and to enhance the event celebrating its creation and importance. This event is important to recognizing the historical significance of the fountain and its importance to the Town going forward. It may also provide an opportunity to bring exposure to Fountain Hills to Phoenix Metro area residents that have never been to the Town. Grant resources are essential to fully realize the potential of the fountain as a placemaking amenity and to conduct a celebration event that is commensurate with its importance.

While the fountain enhancements and the event are still being evaluated, we believe that a total of \$150,000 (a \$75,000 commitment from the Town and \$75,000 in grant funding) will provide adequate resources for the majority of planned projects to be implemented. If the Town is awarded the grant, which is likely to be announced in April 2020, funds will be available on or about July 1, 2020. This would allow for funding to be available for the event which is planned for December 2020.

Risk Analysis (options or alternatives with implications): If the grant funding is awarded to the Town, then a financial commitment, anticipated to be \$75,000, to the project will be necessary and adherence to the grant timelines and reporting guidelines will be required. Other key factors related to requirements of the grant include that the Town must submit performance measures related to success, maintain project documentation for up to three years, and that staff participate in surveys and interviews to related to the program.

Fiscal Impact (initial and ongoing costs; budget status): Due to grant funding being provided in FY2020-21, fiscal impacts will be primarily be in the FY2020-21 budget and will be expended from the FY2020-21 Capital Projects Fund.

Budget Reference (page number): NA

Funding Source: Capital Projects Fund

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: No

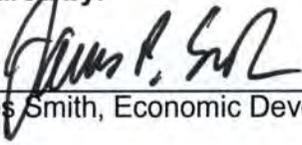
Recommendation(s) by Board(s) or Commission(s): NA

Staff Recommendation(s): Staff recommends authorizing to apply for Our Town grant funding.

List Attachment(s): NA

SUGGESTED MOTION (for Council use): Move to authorize Town Manager to apply for a matching grant of up to \$75,000 through the National Endowment for the Arts' Our Town program for the purpose of supporting potential enhancements to and an event related to a celebration of the 50th anniversary of the fountain.

Prepared by:



James Smith, Economic Development Director
6/12/2019

Director:



James Smith, Economic Development Director
6/12/2019

Approved:



Grady E. Miller, Town Manager
6/12/2019