

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
OFFSITE SWEEPING LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 18, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Offsite Sweeping LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona (“Mesa”) entered into Contract No. 2018051, dated November 20, 2017 (the “Mesa Contract”), for the performance of street sweeping services. A copy of the Mesa 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 Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and the Mesa 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 Mesa 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 December 18, 2019 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Mesa 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 Mesa 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 Mesa 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. Scope of Work. Contractor shall provide the Town with the Materials and Services under the terms and conditions of the Mesa Contract and as more particularly set forth in the Contractor Proposal attached hereto as Exhibit B and incorporated herein by reference.

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 Mesa 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.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$90,000.00 for the Materials and Services at the rates set forth in the Mesa Contract and as more particularly set forth in the Contractor Proposal. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$270,000.00.

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 Mesa 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 Mesa 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 Mesa 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 Mesa 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 Mesa 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 Mesa Contract, the Town shall be afforded all of the rights and privileges afforded to Mesa and shall be the “City” (as defined in the Mesa Contract) for the purposes of the portions of the Mesa 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 Mesa to the extent provided under the Mesa 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
Mesa, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Offsite Sweeping LLC
2113 E. Jackson Street
Phoenix, Arizona 85034

Attn: Craig Morris

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]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
OFFSITE SWEEPING LLC

[Mesa Contract]

See following pages.



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT 2018051
STREET SWEEPING SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Brandy Andersen, CPPB, MPA Procurement Officer
E-Mail	brandy.andersen@nesaaz.gov
Telephone	(480) 644-6426
Facsimile	(480) 644-2655

AND

OFFSITE SWEEPING, LLC ("Contractor")

Mailing Address	2113 E. Jackson St. Phoenix, AZ 85034
Delivery Address	2113 E. Jackson St. Phoenix, AZ 85034
Attention	Craig Morris
E-Mail	craig@offsitesweeping.com
Telephone	480-580-9768
Facsimile	480-345-5535

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 20th day of November 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Offsite Sweeping, LLC, a(n) Arizona State company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018051** ("Solicitation") for **STREET SWEEPING SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledged the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **December 1, 2017** and ending on **November 30, 2020**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
- a. Agreement
 - b. Exhibits
 - 1. Mesa Standard Terms & Conditions
 - 2. Scope of Work
 - 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract expiration or annual anniversary or bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the

renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

- 5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered and pricing of each unit;
 - i. Applicable Taxes; and
 - j. Total amount due.
- 5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work / Technical Specifications
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

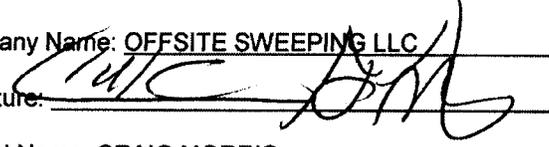
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: OFFSITE SWEEPING LLC

Signature: 

Printed Name: CRAIG MORRIS

Title: MANAGING MEMBER

Date: 10/08/2017

Contract #2018051

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2018051**.

Awarded this ____ day of _____, 2017.

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:

By:



Brandy Andersen, CPPB, MPA
Procurement Officer

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:**

- 2.1 **Routine Scheduled Sweeping:** Contractor will provide routine sweeping of arterial (major), collector, commercial and residential streets, as indicated by the street listing which is included in Attachment A.

Contractor will be provided with initial route map indicating the sweeping cycle located in Attachment A. Contractor is encouraged to develop their own routing if greater efficiency can be achieved. Any route changes proposed by Contractor must be submitted in writing and approved by the City Representative prior to new route implementation.

Standard operating hours for routine sweeping under this agreement shall commence Sunday evening and conclude Thursday morning. Routine sweeping operations will not begin prior to 6:00 p.m. and must be completed by 6:30 a.m. Contractor will develop a schedule within the time constraints and submit it in writing for approval by the City Representative.

Routine scheduled sweeping is based on a rotating 4-week cycle and has no correlation to the week of the month in which it falls. For example, if the contract begins on October 13th, 2017, the week 1 sweeping would begin on October 15th, week 2 begins on October 22nd, week 3 begins on October 29th, week 4 begins on November 5th. The cycle would begin again with November 12th as week 1.

- 2.2 **Special Event Sweeping:** Contractor will provide sweeping services for special events and provide extra staff as required. Special events may include community events, races, and holiday events. All special event sweeping must be approved by and coordinated through the authorized City Representative. Event examples outlined in Attachment B. City Representative will provide advanced notice and work hours may extend beyond hours of operation for routine scheduled sweeping.
- 2.3 **Emergency Response:** Contractor will be willing to respond to emergency call-outs requested by a City Representative. Contractor must have a twenty-four (24) hour contact person, sweeper operator, and sweeper to respond within three (3) hours from time of call or a time frame agreed upon by the City Representative. Incidents covered by this obligation shall include, but not be limited to: sweeping up debris that has been deposited on the roadway during or immediately following a storm, debris and glass due to an accident and debris such as gravel from a lost load.
- 2.4 **Emergency Response - Spills:** Contractor will provide immediate spill response, clean-up, removal, transport and disposal in response to situations involving the spill or leak of petroleum products that occur on City properties, within City rights-of-way, or on private property as part of a City operation. Incidents covered by this obligation shall include sweeping up spill absorbent materials that have been applied to paved (asphalt or concrete) streets, parking lots, or access roadways after a spill has occurred. Contractor is not responsible for applying spill absorbent materials, just for sweeping up after the materials have been applied. Petroleum products anticipated to be included in the absorbent materials include gasoline, diesel fuel, antifreeze, motor oils, hydraulic oil, and any combination thereof.

- a) **Emergency Response Time:** Contractor must have a twenty-four (24) hour contact person, sweeper operator, and sweeper to respond within three (3) hours from time of call or a time frame agreed upon by the City Representative. Response shall be required 24 hours per day, 365 days per year.

- b) **Transportation and Disposal:** Once Contractor has taken control of all materials and shall be responsible for the transport, characterization, and proper disposal of such material in full conformance with all applicable regulations. Contractor will furnish any waste characterization, shipping forms, and waste manifest to the City demonstrating that the material has been properly disposed of.

- 2.5 **Sealcoat Sweeping:** A list of streets to be swept will be provided to the Contractor prior to a sealcoat operation being performed. The sweeping of these areas will be completed per the specifications contained within this contract. This work will be on an as needed basis. In some cases, Contractor will be requested to perform re-sweeps after these operations have been completed. Additional sweeping will be paid at the contract unit price per bid line item #6 on the Pricing Sheet.

Sweeping for seal coat work i.e. Slurry Seal, Acrylic Seal, Fog Seal, Crack Seal, etc. will require a pavement sweep of the road surface from edge to edge. Curb gutters will not be swept unless requested during the pavement sweep. It is critical for seal coating that the pavement be cleaned of all debris before it can be applied.

Pavement sweeping will include the removal of any dirt, sand, dust, leaves, branches, packed dirt and/or any other type of debris on the pavement surface. Re-sweeps of seal coated streets shall require sweeping and cleaning from back of sidewalk to back of sidewalk. Manual labor may be required. Contractor will remove all debris from all streets on scheduled list during any scheduled sweep. Contractor will make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., will be physically picked up and placed in the hopper by the operator or other Contractor personnel.

Street listings with square yardages will be scheduled and the City Representative will provide sweeping schedules on a daily basis no later than 1:00 p.m. using the following methods: email, fax, telephone, or picked up at City Office by Contractor.

3. **DETAILED SPECIFICATIONS:**

- 3.1 **Standard of Performance:** Contractor will remove all debris within the roadway every sweeping cycle. Contractor will make as many passes and sweep as many lanes as necessary to accomplish the task. No debris will be visible on the street pavement after sweeping is completed. Contractor is responsible to clean all debris within the roadway either mechanically or manually. Any items in the roadway that cannot be mechanically or manually picked up must be reported to the City Representative.
- 3.2 **Additions or Deletions:** The City may add or delete street segments from the street sweeping inventory at any time. The City will give Contractor advanced notice of any additions or deletions to the street sweeping inventory. Contractor will honor the contracted unit price for additional streets to be swept and payment will not be authorized for streets that Contractor was informed to no longer sweep.
- 3.3 **Sweeping Practices:** Sweeper operators will exercise care to prevent spilling, scattering, spreading or dropping of debris throughout the sweeping activity. Sweeping operations must comply with current air quality regulations and best sweeping practices.

Sweeping speed will be adjusted to street conditions with a recommended speed of three to twelve (3-12) miles per hour.

- 3.4 **Sweeping Equipment:** Contractor will provide and maintain during the term of the contract; vehicles and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. The City reserves the right to inspect Contractor's equipment at any time to ascertain said condition.

The City Representative will have the right to stop Contractor's work immediately, if the City Representative deems any vehicle/sweeper to be unsafe or unsatisfactory while performing work under this contract. Work will not resume until the conditions are corrected and Contractor receives approval from the City Representative. Contractor is required to make corrections as soon as possible to maintain current work schedule.

Contractor must include, with their bid, a list identifying all equipment to be used in fulfilling services under this agreement. Failure to include required information, may result in the bid being rejected. Contractor will notify the City of any additions or deletions from the equipment list during the duration of the contract.

Identification on Contractor's vehicle will consist of (at minimum) equipment identification number, company name, and local telephone number.

Equipment will be in compliance with all applicable federal, state and local rules and regulations.

Contractor is responsible for securing and storing all vehicles, materials, supplies and/or equipment.

To meet PM-10 compliance, the sweeper fleet will meet the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1186.1 – Less-Polluting Sweepers.

- 3.5 **Holidays:** The following is a list of holidays for which street sweeping services will not be performed under this contract, unless otherwise approved by a City Representative:

New Year's Day – January 1st
Martin Luther King Day – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Veteran's Day – November 11th
Thanksgiving Holiday – Fourth Thursday in November
Day after Thanksgiving – Fourth Friday in November
Christmas Day - December 25th

During the week of a holiday, Contractor will adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved by the City Representative. Holiday sweeping schedules must be submitted to the City Representative ten (10) days prior to the holiday.

- 3.6 **Weather Suspension of Work:** The City of Mesa Representative reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, Contractor will adjust the work schedule so as to return to the normal weekly schedule as soon as possible. The City reserves the right to direct schedule changes made necessary due to inclement weather. In the event of a rain-day, Contractor's managing agent or designee will obtain approval from the City of Mesa Representative for the day's sweeping.

- 3.7 **Traffic Control:** Contractor will be responsible for all traffic control. Traffic control will be included and made a part of the unit price submitted on the Pricing and Compensation page. Contractor will ensure protection of the work area at all times. Barricading and other forms of temporary traffic control for work performed within the public right-of-way must comply with the most current City of Phoenix Traffic Barricade Manual and the most current City of Mesa supplement.

Contractor is responsible to obtain a City of Mesa Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facilities except as noted in the City of Mesa Temporary Traffic Control Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requestor exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require scheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved. Contractor may call (480) 644 4TTC (4882) or email barricade@mesaaz.gov with any questions.

- 3.8 **Work Area:** Contractor will keep the work area safe for all residents, bicyclists, motorists, and pedestrians during the assigned project. Contractor will, upon completion of the work, leave the public right of way/worksites in a neat and clean condition. Contractor will restore any damaged property to its original condition as determined by the City.

- 3.9 **Dust Control:** Contractor is responsible for all dust control during their operation and will be in compliance with all laws and regulations for dust control. Contractor is responsible for obtaining a Maricopa County Dust Control permit, if required.

Contractor will be responsible for obtaining and purchasing any water used for operation under this contract. Contractor is responsible for obtaining all necessary permits, fittings and water meters. Contractor must obtain City water meters and specify locations of fire hydrants to be metered throughout the City prior to work commencement.

- 3.10 **Construction Related Debris:** Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor performing work under this contract to sweep if located within five hundred (500) feet of the construction site. Contractor is not required to sweep the specified limits of the construction site, but must report construction areas encountered on the routine sweeping route to the City Representative.

- 3.11 **Debris Disposal:** Contractor will transport and dispose of all sweepings in accordance with all City, County, State, and Federal requirements. The City will not provide a location for temporary storage. Contractor is permitted to utilize temporary storage of debris exclusive of City of Mesa right-of-way and property. Contractor must submit all locations for debris storage and disposal prior to commencement of work. Contractor will be solely responsible for any dumping/disposal fees and liability thereof.

- 3.12 **Reporting:** Contractor will submit reports to the City Representative electronically or in person. Reports required:

Daily Work Report

Operator name and Operator ID number

Sweeper Vehicle ID

Date and time work was performed

Route completed with centerline miles swept or special sweep request hours worked

Contractor's managing agent is required to immediately report any and all sweeper breakdowns or issues encountered that affected completion of scheduled sweeping to the City Representative and details of event must be included on the daily work report.

Monthly Debris Tonnage Reports

Contractor is required to submit all debris weigh tickets to the City Representative. The City requires that debris swept and disposed of during routine sweeping be measured by weight and reported on a monthly basis.

Monthly Water Usage Reports

Contractor is required to submit water meter readings to the City Representative. A copy of the City of Mesa water bill for metered hydrants is an acceptable alternative.

3.13 **Automatic Vehicle Location System (AVLS):** Contractor will utilize a complete, singular AVLS for the purpose of monitoring street sweeping activities performed under this contract. All sweepers used under this contract must have a fully functioning AVLS. Any sweeping under this contract without a functioning AVLS will be considered non-compliant and any work performed will not be compensated. The AVLS will be accessible via the internet on a single secure website available to authorized City of Mesa staff, with a login and password. The street sweeper's location must be displayed on a street map view. The AVLS will include and initiate broadcasting data when brooms/vacuums are activated, water on/off and elevator up/down. Data will be submitted at a minimum, to include but not be limited to: thirty (30) second intervals to the secure website for monitoring. In order for the City to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVLS:

3.13.1 **Speed:** The AVLS will be able to report the vehicle speed when the street sweeper is performing the cleaning operation. At a minimum, the speed will be measured in one (1) mile per hour increments.

3.13.2 **Tracking:** The AVLS will capture the following, but not be limited to:

- The location of the street sweeper (preferred thirty (30) feet or less GPS accuracy)
- I/O brooms up or down/vacuums on or off
- I/O water on or off
- I/O elevator up or down/debris unloading

3.13.3 **AVLS Reporting Capability:** At a minimum, daily management reports on all street sweepers will be accessible by the AVLS interface to include routes cleaned, date/time, speed and I/O functions. The AVLS must also have the ability to produce a GPS path report and map.

3.14 **Communication Between the City and Contractor:**

3.14.1 **Local Office:** Throughout the term of this contract, Contractor will establish and maintain a local office with an authorized managing agent. The local office will be within a one (1) hour drive time from the City of Mesa.

3.14.2 **City Contact:** Contactor's managing agent will be the point of contact for the City's authorized representative in all matters pertaining to change orders, invoice authorization, schedule approvals or daily performance of this contract.

Contractor's managing agent or their approved designee shall be available at all

times during work hours to address problems and perform field inspections. The City Representative will use email for many of its day-to-day communications with Contractor's managing agent or their approved designee, making it mandatory that the Contractor have mobile electronic communication capabilities.

3.15 Customer Complaints:

3.15.1 Customer Complaints Received by the City: The City will notify Contractor by telephone and/or electronically of each complaint reported regarding the contract sweeping operation. Reports of unsatisfactory performance shall be rectified prior to invoice authorization.

3.15.2 Customer Complaints Received by Contractor: Contractor will notify the City Representative by telephone and/or electronically of each contract complaint received. The complaint will include detailed information regarding the issue, date/time and location.

3.16 Contractor's Employees:

3.16.1 Identification: Contractor's employees will be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public will bear some means of individual identification, such as a name tag or identification card.

3.16.2 Driver's License: At all times, employees driving the Contractor's vehicles will possess and carry a valid Commercial Driver's License issued by the State of Arizona.

3.16.3 Conduct: Contractor's employees and subcontractors will not identify themselves as being employees of the City of Mesa. Employees will conduct themselves in such a manner as to avoid embarrassment to the City, and will be courteous to the public. The City retains the right to require a particular operator be removed from working on this contract.

3.16.4 List of Employees: Contractor will supply the City with a current list of employees assigned to the contract. The list must include the employee's full name, job title, and driver's license number. The City must be notified in writing if changes in personnel assigned to the contract occur during the contract period.

3.17 Contract Re-Award: If the contract is terminated within one (1) year of the contract award, the City may re-award all or part of the contract to the next lowest, Responsible and Responsive Bidder if the City believes it is in its best interest to do so. Re-award shall be subject to City Council or City Manager or Designee's approval.

3.18 Handling of Deficiencies: Deficiencies must be corrected within twenty-four (24) hours of receipt of a deficiency notice. Failure of Contractor to do so will result in a deduction of pay for the segment of street as listed in Attachment A.

3.19 Measurement for Payment:

3.19.1 Routine Service: This service will be measured for payment by the total number of centerline miles (CLM) swept satisfactorily. The miles will be calculated to the nearest hundredth of a mile. Intersections will not be measured in both directions when routes cross.

3.19.2 Seal Coat Sweeping: This service will be measured by the square yardage of the actual pavement surface to be swept. Square yardage for each street segment is provided by the City Representative prior to commencement of work.

3.19.3 Special Event Sweeping and Emergency Response: This service will be measured by actual hours spent sweeping and will be verifiable through AVLS reporting. Travel time to and from work sites is not compensatory and thus should be factored into the unit bid price. Hours worked will be calculated to the nearest one-quarter hour (15 minutes).

3.20 Payment for Service: Contractor must invoice the City electronically on a weekly basis for the amount of services actually performed. Contractor invoices will state the streets swept with the corresponding units of work performed (centerline miles, square yards or hours). The invoice must state the description of service (Routine, Special Event, Emergency Call Out, Seal Coat, etc.), the person who requested the service, a City provided work order number preceded with "#F350 – Transportation Department".

If there are deficiencies, which were not corrected in the specified time, or units not completed due to adverse weather conditions, those streets and/or units will be invoiced on the billing cycle for which they are completed. Invoices must be received by City Representative no later than each Tuesday, 11:00 a.m. for the previous weeks sweeping.

Upon request, Contractor will submit, along with the weekly payment requests, payroll records of any and all employees who worked in the field on activities associated with execution of this contract. Information submitted will include name, title, rate of pay, total weekly pay, hours worked each day, and indication of the total number of hours worked during the week by each person on each distinct activity.

**EXHIBIT B
PRICING**

Item	Description	Unit Price	Unit of Measure	Estimated Quantity	Total Price
1	Routine Scheduled Sweeping: Weekly scheduled sweeping of routes	\$39.50	Centerline Miles	14,000	\$553,000.00
2	Special Event Sweeping	\$39.99	Hours	100	\$3,999.00
3	Emergency Response	\$40.00	Hours	250	\$10,000.00
4	Emergency Response - Spill	\$30.00	Hours	200	\$6,000.00
5	Seal Coat Sweeping: Sweeping prior to Seal Coat application	\$.01	Square Yards	5,000,000	\$50,000.00
6	Seal Coat Sweeping: Resweep after Seal Coat application	\$.01	Square Yards	4,000,000	\$40,000.00
7	Seal Coat Sweeping: Parking Lots	\$.01	Square Yards	700,000	\$7,000.00
				Total Bid Price	\$669,999.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its 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").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility

under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement

and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

ATTACHMENT A

SUNDAY Evening Street Sweeping

Week 1

LINE#	LOCATION	DAY	FREQUENCY	AREA (SQ)	LENGTH (FT)	CMH
ABE05A	BASELINE RD ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	29353	3188	0.60
ABE05B	BASELINE RD ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	21136	2098	0.40
ABE06A	BASELINE RD ~ STAPLEY DR - HARRIS DR (C/L)	SUNDAY	Weekly	31368	3081	0.58
ABE06B	BASELINE RD ~ HARRIS DR (C/L) - GILBERT RD	SUNDAY	Weekly	26642	2588	0.49
ABE07A	BASELINE RD ~ GILBERT RD - LINDSAY RD	SUNDAY	Weekly	50845	5146	0.97
ABE08A	BASELINE RD ~ LINDSAY RD - CONSOL CANAL	SUNDAY	Weekly	11173	1212	0.23
ABN05A	BROWN RD ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	18664	2617	0.50
ABN05B	BROWN RD ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	19179	2623	0.50
ABN06A	BROWN RD ~ STAPLEY DR - HARRIS DR (C/L)	SUNDAY	Weekly	17798	2626	0.50
ABN06B	BROWN RD ~ HARRIS DR (C/L) - GILBERT RD	SUNDAY	Weekly	17758	2620	0.50
ABN07A	BROWN RD ~ GILBERT RD - LINDSAY RD	SUNDAY	Weekly	37451	5107	0.97
ABN08A	BROWN RD ~ LINDSAY RD - EASTERN CANAL	SUNDAY	Weekly	9213	1296	0.25
ABN08B	BROWN RD ~ EASTERN CANAL - VAL VISTA DR	SUNDAY	Weekly	30269	3852	0.73
ABY05A	BROADWAY RD ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	16891	2667	0.51
ABY05B	BROADWAY RD ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	16859	2662	0.50
ABY06A	BROADWAY RD ~ STAPLEY DR - GILBERT RD	SUNDAY	Weekly	36641	5118	0.97
ABY07A	BROADWAY RD ~ GILBERT RD - 24TH ST (C/L)	SUNDAY	Weekly	20438	2537	0.48
ABY07B	BROADWAY RD ~ 24TH ST (C/L) - LINDSAY RD	SUNDAY	Weekly	19609	2477	0.47
ABY08A	BROADWAY RD ~ LINDSAY RD - 32ND ST (C/L)	SUNDAY	Weekly	20604	2618	0.50
ABY08B	BROADWAY RD ~ 32ND ST (C/L) - VAL VISTA DR	SUNDAY	Weekly	21426	2623	0.50
AGT04A	GILBERT RD ~ 202 RED MOUNTAIN FWY - HERMOSA VISTA (C/L)	SUNDAY	Weekly	17898	2047	0.39
AGT04B	GILBERT RD ~ HERMOSA VISTA (C/L) - MCKELLIPS RD	SUNDAY	Weekly	28105	2822	0.53
AGT05A	GILBERT RD ~ MCKELLIPS RD - MCLELLAN RD (C/L)	SUNDAY	Weekly	21211	2629	0.50
AGT05B	GILBERT RD ~ MCLELLAN RD (C/L) - BROWN RD	SUNDAY	Weekly	17725	2573	0.49
AGT06A	GILBERT RD ~ BROWN RD - 8TH ST (C/L)	SUNDAY	Weekly	17994	2612	0.49
AGT06B	GILBERT RD ~ 8TH ST (C/L) - UNIVERSITY DR	SUNDAY	Weekly	22058	2584	0.49
AGT07A	GILBERT RD ~ UNIVERSITY DR - MAIN ST	SUNDAY	Weekly	24427	2285	0.43
AGT07B	GILBERT RD ~ MAIN ST - BROADWAY RD	SUNDAY	Weekly	27642	2548	0.48
AGT08A	GILBERT RD ~ BROADWAY RD - 8TH AVE (C/L)	SUNDAY	Weekly	24678	2600	0.49
AGT08B	GILBERT RD ~ 8TH AVE (C/L) - SOUTHERN AVE	SUNDAY	Weekly	26062	2575	0.49
AGT09A	GILBERT RD ~ SOUTHERN AVE - 60 SUPERSTITION FWY	SUNDAY	Weekly	18987	1920	0.36
AGT09B	GILBERT RD ~ 60 SUPERSTITION FWY - BASELINE RD	SUNDAY	Weekly	18194	1904	0.36
ALY04A	LINDSAY RD ~ MCDOWELL RD - HERMOSA VISTA (C/L)	SUNDAY	Weekly	18922	2620	0.50

ID	LOCUS	MO	FREQUENCY	AREA (SQ)	LENGTH (FT)	CM
ALY04B	LINDSAY RD ~ HERMOSA VISTA (C/L) - MCKELLIPS RD	SUNDAY	Weekly	19002	2631	0.50
ALY05A	LINDSAY RD ~ MCKELLIPS RD - EASTERN CANAL	SUNDAY	Weekly	22028	2823	0.53
ALY05B	LINDSAY RD ~ EASTERN CANAL - BROWN RD	SUNDAY	Weekly	16568	2294	0.43
ALY06A	LINDSAY RD ~ BROWN RD - ADOBE ST (C/L)	SUNDAY	Weekly	19199	2618	0.50
ALY06B	LINDSAY RD ~ ADOBE ST (C/L) - UNIVERSITY DR	SUNDAY	Weekly	19191	2617	0.50
ALY07A	LINDSAY RD ~ UNIVERSITY DR - MAIN ST	SUNDAY	Weekly	18781	2561	0.49
ALY07B	LINDSAY RD ~ MAIN ST - BROADWAY RD	SUNDAY	Weekly	17753	2577	0.49
ALY08A	LINDSAY RD ~ BROADWAY RD - CONSOLIDATED CANAL	SUNDAY	Weekly	23227	2573	0.49
ALY08B	LINDSAY RD ~ CONSOLIDATED CANAL - SOUTHERN AVE	SUNDAY	Weekly	18605	2448	0.46
ALY09A	LINDSAY RD ~ SOUTHERN AVE - 60 SUPERSTITION FWY	SUNDAY	Weekly	19333	1955	0.37
ALY09B	LINDSAY RD ~ 60 SUPERSTITION FWY - BASELINE RD	SUNDAY	Weekly	14769	2014	0.38
AMN04A	MAIN ST ~ COUNTRY CLUB DR - CENTER ST (C/L)	SUNDAY	Weekly	17046	2463	0.47
AMN04B	MAIN ST ~ CENTER ST (C/L) - MESA DR	SUNDAY	Weekly	17950	2293	0.43
AMN05A	MAIN ST ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	22818	2664	0.50
AMN05B	MAIN ST ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	22975	2658	0.50
AMN06A	MAIN ST ~ STAPLEY DR - GILBERT RD	SUNDAY	Weekly	43513	5119	0.97
AMN07A	MAIN ST ~ GILBERT RD - WINDSOR (C/L)	SUNDAY	Weekly	26812	3209	0.61
AMN07B	MAIN ST ~ WINDSOR (C/L) - LINDSAY RD	SUNDAY	Weekly	15667	1954	0.37
AMN08A	MAIN ST ~ LINDSAY RD - VAL VISTA DR	SUNDAY	Weekly	43019	5234	0.99
AMS05A	MCKELLIPS RD ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	25861	2641	0.50
AMS05B	MCKELLIPS RD ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	25717	2600	0.49
AMS06A	MCKELLIPS RD ~ STAPLEY DR - HARRIS DR (C/L)	SUNDAY	Weekly	25482	2600	0.49
AMS06B	MCKELLIPS RD ~ HARRIS DR (C/L) - GILBERT RD	SUNDAY	Weekly	25604	2570	0.49
AMS07A	MCKELLIPS RD ~ GILBERT RD - EASTERN CANAL (C/L)	SUNDAY	Weekly	21879	2550	0.48
AMS07B	MCKELLIPS RD ~ EASTERN CANAL (C/L) - LINDSAY RD	SUNDAY	Weekly	19906	2510	0.48
AMS08A	MCKELLIPS RD ~ LINDSAY RD - 32ND ST (C/L)	SUNDAY	Weekly	19946	2625	0.50
AMS08B	MCKELLIPS RD ~ 32ND ST (C/L) - VAL VISTA DR	SUNDAY	Weekly	28019	2613	0.49
ASN05A	SOUTHERN AVE ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	21369	2639	0.50
ASN05B	SOUTHERN AVE ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	21088	2634	0.50
ASN06A	SOUTHERN AVE ~ STAPLEY DR - HARRIS DR (C/L)	SUNDAY	Weekly	18941	2571	0.49
ASN06B	SOUTHERN AVE ~ HARRIS DR (C/L) - GILBERT RD	SUNDAY	Weekly	22134	2563	0.49
ASN07A	SOUTHERN AVE ~ GILBERT RD - 24TH ST (C/L)	SUNDAY	Weekly	21815	2545	0.48
ASN07B	SOUTHERN AVE ~ 24TH ST (C/L) - LINDSAY RD	SUNDAY	Weekly	23267	2590	0.49

ID	EDGATION	DAY	FREQ	AREA	LENGTH	CL
ASN08A	SOUTHERN AVE ~ LINDSAY RD - 32ND ST (C/L)	SUNDAY	Weekly	21856	2883	0.55
ASN08B	SOUTHERN AVE ~ 32ND ST (C/L) - VAL VISTA DR	SUNDAY	Weekly	17889	2271	0.43
ASY05A	STAPLEY DR ~ MCKELLIPS RD - MCLELLAN RD (C/L)	SUNDAY	Weekly	19309	2602	0.49
ASY05B	STAPLEY DR ~ MCLELLAN RD (C/L) - BROWN RD	SUNDAY	Weekly	17514	2584	0.49
ASY06A	STAPLEY DR ~ BROWN RD - 8TH ST (C/L)	SUNDAY	Weekly	17945	2645	0.50
ASY06B	STAPLEY DR ~ 8TH ST (C/L) - UNIVERSITY DR	SUNDAY	Weekly	18436	2618	0.50
ASY07A	STAPLEY DR ~ UNIVERSITY DR - MAIN ST	SUNDAY	Weekly	16873	2564	0.49
ASY07B	STAPLEY DR ~ MAIN ST - BROADWAY RD	SUNDAY	Weekly	16470	2568	0.49
ASY08A	STAPLEY DR ~ BROADWAY RD - 8TH AVE (C/L)	SUNDAY	Weekly	17077	2630	0.50
ASY08B	STAPLEY DR ~ 8TH AVE (C/L) - SOUTHERN AVE	SUNDAY	Weekly	16982	2598	0.49
ASY09A	STAPLEY DR ~ SOUTHERN AVE - 60 SUPERSTITION FWY	SUNDAY	Weekly	13447	1891	0.36
ASY09B	STAPLEY DR ~ 60 SUPERSTITION FWY - BASELINE RD	SUNDAY	Weekly	21736	2198	0.42
AUY05A	UNIVERSITY DR ~ MESA DR - HORNE (C/L)	SUNDAY	Weekly	17402	2656	0.50
AUY05B	UNIVERSITY DR ~ HORNE (C/L) - STAPLEY DR	SUNDAY	Weekly	17078	2650	0.50
AUY06A	UNIVERSITY DR ~ STAPLEY DR - HARRIS DR (C/L) EAST	SUNDAY	Weekly	20432	2753	0.52
AUY06B	UNIVERSITY DR ~ HARRIS DR (C/L) EAST - GILBERT RD	SUNDAY	Weekly	19009	2250	0.43
AUY07A	UNIVERSITY DR ~ GILBERT RD - 25TH ST (C/L)	SUNDAY	Weekly	26295	3176	0.60
AUY07B	UNIVERSITY DR ~ 25TH ST (C/L) - LINDSAY RD	SUNDAY	Weekly	14315	1952	0.37
AUY08A	UNIVERSITY DR ~ LINDSAY RD - LOMA VISTA (C/L)	SUNDAY	Weekly	18370	2475	0.47
AUY08B	UNIVERSITY DR ~ LOMA VISTA (C/L) - VAL VISTA DR	SUNDAY	Weekly	20069	2684	0.51
CD07AA	CENTER ST ~ UNIVERSITY DR - MAIN ST	SUNDAY	Weekly	20675	2545	0.48
CD07AB	1ST ST ~ COUNTRY CLUB DR - CENTER ST	SUNDAY	Weekly	21266	2522	0.48
CD07BA	CENTER ST ~ MAIN ST - BROADWAY RD	SUNDAY	Weekly	18917	2555	0.48
CD07BB	1ST AVE ~ COUNTRY CLUB DR - CENTER ST	SUNDAY	Weekly	21073	2478	0.47
CD07CA	1ST ST ~ CENTER ST - MESA DR	SUNDAY	Weekly	20543	2549	0.48
CD07DA	1ST AVE ~ CENTER ST - MESA DR	SUNDAY	Weekly	21263	2518	0.48
CD08AA	CENTER ST ~ BROADWAY RD - 8TH AVE	SUNDAY	Biweekly	13010	2602	0.49
CD08AB	CENTER ST ~ 8TH AVE - SOUTHERN AVE	SUNDAY	Biweekly	11030	2683	0.51
CD08BA	8TH AVE ~ COUNTRY CLUB DR - PASADENA	SUNDAY	Biweekly	16395	3988	0.76
IBEGTC	BASELINE/GILBERT ~ BASELINE RD - GILBERT RD	SUNDAY	Weekly	1722	127	0.02
IBELYC	BASELINE/LINDSAY ~ BASELINE RD - LINDSAY RD	SUNDAY	Weekly	986	102	0.02
IBESYC	BASELINE/STAPLEY ~ BASELINE RD - STAPLEY DR	SUNDAY	Weekly	1707	127	0.02
IBNGTC	BROWN/GILBERT ~ BROWN RD - GILBERT RD	SUNDAY	Weekly	729	82	0.02

ROUTE	LOCATION	DAY	FREQ	MTS	YTD	CR
IBNLYC	BROWN/LINDSAY ~ BROWN RD - LINDSAY RD	SUNDAY	Weekly	784	85	0.02
IBNSYC	BROWN/STAPLEY ~ BROWN RD - STAPLEY DR	SUNDAY	Weekly	738	82	0.02
IBYGTC	BROADWAY/GILBERT ~ BROADWAY RD - GILBERT RD	SUNDAY	Weekly	1559	115	0.02
IBYLYC	BROADWAY/LINDSAY ~ BROADWAY RD - LINDSAY RD	SUNDAY	Weekly	1190	105	0.02
IBYSYC	BROADWAY/STAPLEY ~ BROADWAY RD - STAPLEY DR	SUNDAY	Weekly	576	71	0.01
IMNGTC	MAIN/GILBERT ~ MAIN ST - GILBERT RD	SUNDAY	Weekly	1599	117	0.02
IMNLYC	MAIN/LINDSAY ~ MAIN ST - LINDSAY RD	SUNDAY	Weekly	936	98	0.02
IMNSYC	MAIN/STAPLEY ~ MAIN ST - STAPLEY DR	SUNDAY	Weekly	878	100	0.02
IMSGTC	MCKELLIPS/GILBERT ~ MCKELLIPS RD - GILBERT RD	SUNDAY	Weekly	1777	124	0.02
IMSLYC	MCKELLIPS/LINDSAY ~ MCKELLIPS RD - LINDSAY RD	SUNDAY	Weekly	1034	99	0.02
IMSSYC	MCKELLIPS/STAPLEY ~ MCKELLIPS RD - STAPLEY DR	SUNDAY	Weekly	1216	119	0.02
ISNGTC	SOUTHERN/GILBERT ~ SOUTHERN AVE - GILBERT RD	SUNDAY	Weekly	1806	126	0.02
ISNLYC	SOUTHERN/LINDSAY ~ SOUTHERN AVE - LINDSAY RD	SUNDAY	Weekly	1144	99	0.02
ISNSYC	SOUTHERN/STAPLEY ~ SOUTHERN AVE - STAPLEY DR	SUNDAY	Weekly	958	88	0.02
IUYGTC	UNIVERSITY/GILBERT ~ UNIVERSITY DR - GILBERT RD	SUNDAY	Weekly	1560	119	0.02
IUYLYC	UNIVERSITY/LINDSAY ~ UNIVERSITY DR - LINDSAY RD	SUNDAY	Weekly	765	83	0.02
IUYSYC	UNIVERSITY/STAPLEY ~ UNIVERSITY DR - STAPLEY DR	SUNDAY	Weekly	772	88	0.02
PD07AC	N/O MAIN ST ~ ROBSON - MAIN ST	SUNDAY	Biweekly	760	342	0.06
PD07AD	W/O ROBSON ~ 1ST ST - ROBSON	SUNDAY	Biweekly	1995	855	0.16
PD07AF	N/O MAIN ST ~ MACDONALD - CENTER ST	SUNDAY	Biweekly	787	590	0.11
PD07BE	S/O MAIN ST ~ ROBSON - MACDONALD	SUNDAY	Biweekly	889	667	0.13
PD07BF	S/O MAIN ST ~ MACDONALD - CENTER ST	SUNDAY	Biweekly	661	496	0.09
PD07DE	N/O MAIN ST ~ ROBSON - MACDONALD	SUNDAY	Biweekly	887	665	0.13
RD07AA	ROBSON ~ UNIVERSITY DR - 1ST ST	SUNDAY	Weekly	9528	1772	0.34
RD07AB	3RD PL ~ MORRIS - ROBSON	SUNDAY	Weekly	3471	710	0.13
RD07AC	3RD PL ~ ROBSON - MACDONALD	SUNDAY	Weekly	3496	715	0.14
RD07AD	3RD PL ~ MACDONALD - CENTER ST	SUNDAY	Weekly	3595	723	0.14
RD07AE	MACDONALD ~ 1ST ST - MAIN ST	SUNDAY	Weekly	4054	70	0.01
RD07AF	2ND ST ~ ROBSON - MACDONALD	SUNDAY	Weekly	3387	716	0.14
RD07AG	2ND ST ~ COUNTRY CLUB DR - ROBSON	SUNDAY	Weekly	7718	914	0.17
RD07AH	MACDONALD ~ UNIVERSITY DR - 1ST ST	SUNDAY	Weekly	9570	1771	0.34
RD07AJ	MORRIS ~ UNIVERSITY DR - 2ND ST	SUNDAY	Weekly	5570	983	0.19
RD07AJ	MORRIS ~ 2ND ST - 1ST ST	SUNDAY	Weekly	4290	715	0.14

ID	LOCATION	DAY	FREQUENCY	AREA (SQ)	LENGTH (FT)	QTY
RD07AK	MORRIS ~ PEPPER PL - 333' TO THE SOUTH	SUNDAY	Weekly	2109	333	0.06
RD07AL	LEBARON ~ 3RD PL - 2ND ST	SUNDAY	Weekly	2212	711	0.13
RD07AM	DREW ST ~ 3RD PL - 2ND ST	SUNDAY	Weekly	2201	683	0.13
RD07AN	PEPPER PL ~ MACDONALD - CENTER ST	SUNDAY	Weekly	3455	678	0.13
RD07AO	PEPPER PL ~ ROBSON - MACDONALD	SUNDAY	Weekly	3311	678	0.13
RD07AP	PEPPER PL ~ COUNTRY CLUB DR - MORRIS	SUNDAY	Weekly	506	147	0.03
RD07AQ	2ND ST ~ MACDONALD - CENTER ST	SUNDAY	Weekly	3642	717	0.14
RD07AR	ROBSON ~ 1ST ST - MAIN ST	SUNDAY	Weekly	4602	708	0.13
RD07BA	ROBSON ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	4190	700	0.13
RD07BB	MORRIS ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	4308	718	0.14
RD07BC	MORRIS ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	4368	728	0.14
RD07BD	MACDONALD ~ 1ST AVE - BROADWAY RD	SUNDAY	Weekly	16649	1777	0.34
RD07BE	MORRIS ~ 2ND AVE - 3RD AVE	SUNDAY	Biweekly	1702	414	0.08
RD07BF	MACDONALD ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	4153	686	0.13
RD07BG	MORRIS ~ 3RD AVE - RAIL ROAD TRACKS	SUNDAY	Biweekly	1200	142	0.03
RD07BH	ROBSON ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	6097	722	0.14
RD07BI	2ND AVE ~ COUNTRY CLUB DR - MACDONALD	SUNDAY	Weekly	13151	1674	0.32
RD07BJ	MAHONEY AVE ~ MORRIS - ROBSON	SUNDAY	Weekly	1758	728	0.14
RD07BK	ROBSON ~ 2ND AVE - 3RD AVE	SUNDAY	Biweekly	5741	662	0.13
RD07BL	3RD AVE ~ ROBSON - MACDONALD	SUNDAY	Biweekly	2377	713	0.14
RD07BM	3RD AVE ~ MORRIS - LEBARON	SUNDAY	Biweekly	1558	379	0.07
RD07BN	DREW ST ~ N/O 1ST AVE -	SUNDAY	Weekly	1767	497	0.09
RD07BP	LEBARON ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	2094	725	0.14
RD07BQ	LEBARON ~ 2ND AVE - RR ROW	SUNDAY	Biweekly	2361	641	0.12
RD07CC	CENTENNIAL WAY ~ 2ND ST - 1ST ST	SUNDAY	Weekly	5573	1016	0.19
RD07CH	POMEROY ~ 1ST ST - MAIN ST	SUNDAY	Weekly	4171	712	0.13
RD07CI	3RD PL ~ CENTER ST - CENTENNIAL WAY	SUNDAY	Weekly	3846	749	0.14
RD07CN	PEPPER PL ~ CENTER ST - CENTENNIAL WAY	SUNDAY	Weekly	3407	720	0.14
RD07CO	PEPPER PL ~ HIBBERT - POMEROY	SUNDAY	Weekly	2596	708	0.13
RD07CP	CENTENNIAL WAY ~ UNIVERSITY DR - 2ND ST	SUNDAY	Weekly	4742	1214	0.23
RD07CQ	CENTENNIAL WAY ~ 1ST ST - MAIN ST	SUNDAY	Weekly	4552	713	0.14
RD07CU	HIBBERT ~ 1ST ST - MAIN ST	SUNDAY	Weekly	5803	703	0.13
RD07DA	HIBBERT ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	5829	705	0.13

UNIT ID	LOCATION	DAY	FREQ	AMOUNT	AMOUNT	AMOUNT
RD07CK	3RD PL ~ HIBBERT - POMEROY	SUNDAY	Monthly	3505	717	0.14
RD07CL	2ND ST ~ CENTENNIAL WAY - PASADENA	SUNDAY	Monthly	528	144	0.03
RD07CN	PEPPER PL ~ CENTER ST - CENTENNIAL WAY	SUNDAY	Weekly	3407	720	0.14
RD07CO	PEPPER PL ~ HIBBERT - POMEROY	SUNDAY	Weekly	2596	708	0.13
RD07CP	CENTENNIAL WAY ~ UNIVERSITY DR - 2ND ST	SUNDAY	Weekly	4742	1214	0.23
RD07CQ	CENTENNIAL WAY ~ 1ST ST - MAIN ST	SUNDAY	Weekly	4552	713	0.14
RD07CT	PASADENA ~ UNIVERSITY DR - 1ST ST	SUNDAY	Monthly	5731	1770	0.34
RD07CU	HIBBERT ~ 1ST ST - MAIN ST	SUNDAY	Weekly	5803	703	0.13
RD07CV	2ND ST ~ PASADENA - HIBBERT	SUNDAY	Monthly	2141	292	0.06
RD07CW	2ND ST ~ HIBBERT - MESA DR	SUNDAY	Monthly	6945	947	0.18
RD07DA	HIBBERT ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	5829	705	0.13
RD07DB	POMEROY ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	3903	956	0.18
RD07DC	POMEROY ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	3585	717	0.14
RD07DD	POMEROY ~ 2ND AVE - BROADWAY RD	SUNDAY	Weekly	4930	986	0.19
RD07DE	SIRRINE ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	5185	707	0.13
RD07DF	SIRRINE ~ 2ND AVE - BROADWAY RD	SUNDAY	Weekly	7216	984	0.19
RD07DH	2ND AVE ~ CENTER ST - MESA DR	SUNDAY	Weekly	21364	2530	0.48
RD07DJ	SIRRINE ~ MAIN ST - 1ST AVE	SUNDAY	Weekly	5955	693	0.13
RD07DK	PASADENA ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	2057	712	0.13
RD07DM	HIBBERT ~ 1ST AVE - 2ND AVE	SUNDAY	Weekly	6046	716	0.14
RD07DN	HIBBERT ~ 2ND AVE - BROADWAY RD	SUNDAY	Weekly	7216	984	0.19

Totals:	2433676	325020	61.56
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ATTACHMENT B

MLK Parade	January
Falcon Field Open House	March
El Tour De Mesa	April
Warped Tour	June
Arizona Celebration of Freedom Parade	July
Mesa Sprint Triathlon	October
Veteran's Day Parade	November

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
OFFSITE SWEEPING LLC

[Contractor Proposal]

See following pages.



Offsite Sweeping
2113 East Jackson Street
Phoenix, AZ 85034
P 480.272.6393
F 480.345.5535
offsitesweeping@offsitesweeping.com
www.offsitesweeping.com

October 13, 2018

Justin Weldy
Public Works Director
16705 Avenue of the Fountains
Fountain Hills, AZ 85268
jweldy@fh.az.gov

Justin,

Below is our proposal to sweep the streets for the Town of Fountain Hills, AZ.

Sweeping would include all routes shown on the maps that were distributed. Map Date 06-25-2013.

Annual total is 1210.35 Centerline Miles (CLM). Our rate is \$60/CLM.

Sweeping would occur every Wednesday during the day hours to cover the residential streets. The sweeping cycle would sweep all residential streets once every 8 weeks.

Sweeping would occur every third Saturday to cover the arterial streets.

Scheduled sweeping would have an annual cost of \$72,621, or \$6,051.75/Month.

Any additional call-out sweeping would be invoiced at a rate of \$95/Hour. This would include Storm Damage, Special Sweeping, and Emergency Sweeping. There would be a 4-hour minimum that would apply to additional call-out sweeping.

We would be using our Nescon X-Broom Mechanical Sweepers to accomplish the sweeping tasks.

We will set up a water meter with EPCOR to fill our sweepers up with water for dust control.

We will have a Waste Management roll-off dumpster located on-site for removal of sweeper debris collected during scheduled route sweeping.

For debris (sand, dirt and silt) collected due to storm erosion sweeping, we would work with The Public Works Department to have the Public Works Department reintroduce that debris back into nature.

We look forward to this opportunity to work with The Town of Fountain Hills.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Morris". The signature is stylized and written in a cursive-like font.

Craig Morris
Managing Member
Offsite Sweeping LLC