

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

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| Solicitation Number: | IFB PR 21-006 |
| Solicitation Title: | Fence Supply and Service |
| Release Date: | Aug. 26, 2020 |
| Non Mandatory Pre-Bid Meeting: | Sep. 10, 2020 10:00 a.m. Teleconference Call-in Instructions: Please see conference Meeting Details at https://vendorregistry.com |
| Final Date for Inquiries: | Sep. 17, 2020 Questions must be submitted through Vendor Registry. Website address: https://vendorregistry.com |
| Bid Deadline: | Sep. 24, 2020 5:00 p.m. (local-time, Phoenix, Arizona) Completed bid must be submitted through Vendor Registry, only. Vendors must view or download all attached forms prior to submitting Proposals. Website address: https://vendorregistry.com |
| Procurement Administrator: | Jill Lin jlin@avondaleaz.gov 623-333-2047 |

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

OFFER

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

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☐* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege
Tax License Number:

Arizona Corporation Commission File No.: _____

Federal Employer Identification
Number: _____

Contractor Name

Address

City State Zip Code

For Clarification of this Bid contact:

Name: _____

Telephone: _____

Email: _____

Authorized Signature for Contractor

Printed Name

Title

ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal
corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

City Attorney

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ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.10 “Day(s)” means calendar day(s) unless otherwise specified.

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

1.12 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

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

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

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

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

1.17 “Procurement Code” means the City’s Procurement Code, as amended from time to time.

1.18 “Project” means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

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

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

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

1.22 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure an experienced, qualified, licensed Contractor(s) to provide purchase, installation, repair, replacement and rental of various barrier equipment including but not limited to fence, gate, safety rails at the City of Avondale property sites within the City limit. (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A which is consist of Group 1 – General Fencing, Rental and Security Gates (Parts and Repair), and Group 2 – Supply and Installation of fences in Las Ligas Park, Festival Fields Park and Friendship Park and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City’s needs. Vendor has the option to submit one offer on one to all groups. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

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

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

A. Irregular or Non-responsive Bids. The City may consider as “irregular” or “non-responsive” and reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any

Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents to be considered a responsive Bid:

1. The entire IFB document (Page 1 through Page 40)
2. Offer, signed in ink or electronic signature in compliance with Uniform Electronic Signature Act by a person authorized to bind the Bidder (Page 2).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum). (Page 33 through Page 34)
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).(Page 36)
4. References (Exhibit D). (Page 38)
5. (If any) Acknowledgment page, signed in ink or electronic signature in compliance with Uniform Electronic Signature Act, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with a **signed in ink or electronic signature in compliance with Uniform Electronic Signature Act**. Offer page by a person authorized to bind the Bidder may be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. The City only accepts bids electronically, interested vendor must submit an offer electronically in .pdf format, or other Microsoft Office file formats that are compatible with Microsoft Windows 10 as an attachment(s) to the City's Vendor Registry website. Failure to adhere to the submittal criteria in subsection C. shall result in the bid being determined non-responsive.

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

G. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in wet ink signature or electronic signature in compliance with Uniform Electronic Signature Act by the authorized person signing the Bid.

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

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within five business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be compiled and posted to the City's website at <https://www.avondaleaz.gov/government/departments/finance-budget/procurement>. Questions shall be submitted in writing or via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at the City's procurement website at <https://www.avondaleaz.gov/government/departments/finance-budget/procurement>.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

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

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

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

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

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

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

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

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is

responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

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

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

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

2.15 Bidder Qualifications.

A. Experience and References. Bidders must in business or have key personnel/project manager with fencing experience for minimum five (5) years providing fence installation, fence material supply and fence repair services. Bidder must demonstrate successful completion of at least three similar fence installation projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar fence installation projects" means projects related to supplying and installing fences. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

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

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

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

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City

employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

2.17 Award of Contract.

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

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

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

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

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **120** Days after the Bid Opening.

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

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may automatically renew for up to four successive one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The City of Avondale Procurement Office will review fully documented requests for price increases after any contract has

been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Avondale Procurement Office will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

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

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

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

3.5 Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

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

3.9 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

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

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

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

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

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers,

directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

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

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

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

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

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

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

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

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

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

b. Contractor’s insurance shall be primary insurance with respect to performance of the Contract.

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

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

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

3.14 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

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

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

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

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

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

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

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

L. Offset.

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

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

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

to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Jill Lin, Procurement Officer

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: City Attorney

If to Contractor: _____

 Attn: _____

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

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.15(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. 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 Contract and may result in the termination of this Contract by the City.

S. Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, 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.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order

listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the “Unauthorized Conditions”), other than the City’s project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

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

W. Ordering Process. A written proposal shall list the location name and work order number (when applicable). The project estimate shall list each item per bid specifications, i.e., bid items and quantity, materials, and labor. Each proposal shall be submitted with a clear sketch or drawing indicating work being quoted showing distance and direction/swing of any gates (if applicable). Work will be authorized by purchase order, and Contractor shall prepare a work order. An authorized city project manager will be provided to the Contractor upon issuance of a purchase order. Copies of each of the above will be attached to and accompany the invoices.

The Bidder shall ensure smooth and efficient project planning, staffing, communication updates, design and installation scheduling, through project completion, as required by the scope of services herein contained. Bidders shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the ITB requirements specified herein. Bidder shall be responsible for ensuring it is in possession of all required City permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of the awarded Bidder(s).

X. Execution of Work: Upon receipt of the purchase order, the Contractor shall work with City Project Manager continuously and expediently complete work as directed. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property. All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade. The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area. The Contractor assumes full responsibility for completion of the services stipulated for fence installation and repair services. The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

Z. Installation: Installation shall be in compliance with all requirements and instructions of applicable manufacturer. The Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.

A.A. Use of Subcontractors: The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Parks and Recreation Department. On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of fence installation and repair services. Subcontracted services for repairs, installations, and emergency services for fence installation and repair services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

B.B. Utilities: Contractor is responsible for contacting Arizona Blue Stake (Arizona811), before any excavation or penetration of the ground. Contractor also shall notify the proper City representative of the intent to excavate or penetrate the ground. Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the work sites. Should damage or structural weakening occur to such items through negligence on the part of the Contractor, it is the Contractor's responsibility to see that items are restored as directed by the representative of the City.

C.C. Safety Standards: The Contractor shall comply with all City of Avondale, Maricopa County, State of Arizona, and OSHA safety standards.

D.D. Hours of Service: The normal working hours on the contract will be from 7:00 a.m. to 6:00 p.m., Monday through Thursday, excluding weekends and normal holidays granted to City employees. Work shall normally be scheduled to commence during the standard workweek hours, however, if both the Contractor and City personnel agree, work can be accomplished during hours other than those detailed as standard workweek hours. The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification. Also, response to request for quotations for projects must be no later than forty-eight (48) hours and on the job no later than twelve (12) hours after notification of acceptance of quotes. For each project covered by this agreement, the Contractor shall submit an itemized 'Not to Exceed' price giving a full description of the project prior to issuance of a purchase order. The Contractor will receive a purchase order from the City for each project before commencing work.

E.E. Parking: While working, the Contractor's vehicles shall be legally parked so as not to interfere with normal traffic flow. No vehicles, equipment, or materials shall be stored on the premises.

F.F. Public Convenience and Safety: The Contractor shall conduct his work so as to interfere as little as possible with private business or public travel. The Contractor shall, at his own expense whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property. The Contractor shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.

G.G. Call Backs: Follow up or call back work to correct recent previous work SHALL NOT be charged to the City if the work is the result of improper methods.

H.H. Inspection and Acceptance: Upon the completion of a project, Contractor must notify City Project Manager to inspect and sign off Contractor's work order if City Project Manager deem the work is completed and acceptable. The signed work order must be submitted along with the invoice in order for the department to approve and issue the payment.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PR 21-006

[Scope of Work]

See following pages.

GROUP 1 – GENERAL FENCING, RENTAL AND SECURITY GATES (PARTS AND REPAIR)

SCOPE OF WORK

PR 21-006

1. **Introduction:** The work consists of furnishing all labor, material, masonry work, demolition, equipment, incidentals, and overhead necessary for the construction of the contract items indicated, within City parks, streets, rights-of-way and other City-owned property. All work shall be in accordance with ARIZONA BUILDING CODE except where stated otherwise herein.
2. **Contractor is required to have one of the following licenses:**
 - 2.1. A general contractors license approved by the state of Arizona
 - 2.2. A building contractors license
 - 2.3. A certificate of competency
 - 2.4. A business license in City of Avondale

When required, the contractor must apply for and obtain a building permit. The contractor will be responsible for all design and drawings as well as permit applications.

3. **Material Requirements:**

- 3.1. ASTM A-121, Zinc-Coated (Galvanized) Steel Barbed Wire.
- 3.2. ASTM A-123, Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip.
- 3.3. ASTM A-153, Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- 3.4. ASTM A-392, Zinc-Coated Steel Chain-Link Fence Fabric.
- 3.5. ASTM A-446, Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
- 3.6. ASTM A-491, Aluminum-Coated Steel Chain-Link Fence Fabric.
- 3.7. ASTM A-569, Steel, Carbon (0.15 Maximum, Percent), Hot Rolled Sheet and Strip Commercial Quality.
- 3.8. ASTM A-570, Hot-Rolled Carbon Steel Sheet and Strip Structural Quality.
- 3.9. ASTM A-572, High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality.
- 3.10. ASTM A-585, Aluminum-Coated Steel Barbed Wire.
- 3.11. ASTM A-824, Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence.
- 3.12. ASTM B-117, Standard Test Method of Salt Spray (Fog) Testing.
- 3.13. ASTM B-221, Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes.
- 3.14. ASTM F-668, Poly (vinyl Chloride)(PVC)-Coated Steel Chain-Link Fence.
- 3.15. ASTM F-1083, Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures.
- 3.16. ASTM F-1183, Aluminum Alloy Chain Link Fence Fabric.
- 3.17. ASTM F-1234, Protective Coatings on Steel Framework for Fences.
- 3.18. Fed. Spec. RR-F-191/3, Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
- 3.19. Fed. Spec. RR-F-191/4, Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

4. **Chain link fencing materials:**

- 4.1. Chain Link Fence - shall be manufactured in accordance with the requirements of the Chain Link Fence Manufacturers Institute (CLFMI) Product Manual.
- 4.2. Fence Manufacturer - shall have at least three (3) years of experience in the manufacture of vinyl-coated steel chain link fencing. The fence fabric, posts, gates, and all hardware shall be manufactured and

supplied by a single manufacturer, to insure compatibility of all the fence elements and to define a single source responsibility.

4.3. Qualified Products – only items meeting the following specifications are acceptable:

4.3.1. Hot dipped, galvanized, schedule 40 steel pipe.

4.3.2. Hot dipped, galvanized steel, number six (No. 6), nine (No. 9) and eleven (11) gauge fence fabric.

4.4. Fencing – The mesh size of the fabric shall be two inches (2"). The height shall be specified and/or indicated on the plans. The selvage of all fabric shall be knuckle top and bottom.

4.5. Line Posts – shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot. Posts shall be 1.9 inches O.D. at 1.72 pounds per lineal foot, not to exceed 10 feet on center for fence up to six (6) feet in height. Fence over six (6) feet in height shall be a line post O.D. of 2.375" minimum.

4.6. Corner and Terminal Posts – shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot surface. Posts shall be 2.375 inches O.D. at 3.65 ounces per lineal foot for fence up to six (6) feet in height. Fence over six (6) feet in height shall have a corner and terminal post O.D. of 2.875" minimum.

4.7. Post Settings – all fence posts shall be set in concrete with no filler added according to the following schedule. Concrete holding each post shall be crowned away from post to shed water. Post embedment is minimum depth and shall be measured from bottom end of post to ground level. Loop Caps shall be galvanized pressed steel.

| Type of Post | Hole Diameter | Hole Depth | Post Depth in concrete |
|----------------|----------------------|-------------------|------------------------|
| Length of post | (up to 8') (over 8') | (to 8') (over 8') | (to 8') (over 8') |
| Line | 8" 12" | 30" 48" | 28" 46" |
| Terminal | 12" 15" | 38" 48" | 36" 46" |
| Corner | 12" 15" | 38" 48" | 36" 46" |
| Gate | (Post diameter x 3) | 38" 48" | 36" 46" |

4.8. Concrete – all concrete shall have 2,500-pound compressive strength.

4.9. Top Rail – shall be schedule 40 hot dipped galvanized steel and shall be 1.66 inches O.D. at 2.27 pounds per lineal foot, averaging not less than twenty one foot (21') lengths and joined with pressed steel sleeves (hot galvanized), providing a rigid connection but allowing for expansion and contraction.

4.10. Braces – all corner, terminal, and gate posts shall be braced with 1.66 inches O.D. pipe at 2.27 pounds per lineal foot and trussed with 3/8" truss rod.

4.11. Gate Posts – shall be schedule 40 hot dipped galvanized steel. Posts for a swing with up to six (6) foot maximum panel width shall be 3.0 inches O.D. at 5.79 pounds per lineal foot for fence heights up to six feet (6') (or as indicated on drawings).

4.12. Gate Frames – shall be two inches (2") O.D. at 2.717 pounds per lineal foot, rigidly welded at corners and internal joints to make one solid unit. Frame shall be internally braced with galvanized tubular steel of the appropriate size. All gates shall have the standard locking devices (unless otherwise noted on quote request).

4.13. Fabric Ties – shall be aluminum No. 6 gauge (except for backstops that shall be steel), located at intervals of one per foot of length of line or terminal post, and six (6) per ten feet (10') of top rail.

- 4.14. Stretcher Bars – shall be 1/4” or 3/16” or 3/4” flat, hot dipped galvanized or equivalent, shall be used at terminal posts and secured to same with suitable stretcher bar bands, at 24” on center mix.
- 4.15. Tension Wire – (for bottom of fence and/or as specified) shall be No. 7 gauge coil spring wire installed between fence fabric and posts and hog ringed to fabric at not more than twenty-four inch (24”) intervals.
- 4.16. Miscellaneous Fittings – all fittings entering into the fence necessary to make a complete installation shall be pressed steel and/or malleable steel; all ferrous material shall be thoroughly galvanized by the hot dipped method.
- 4.17. Paint – (where called for) Contractor shall wire-brush rusted areas, apply Rustoleum primer, and apply two (2) coats of a zinc-based paint.
- 4.18. Setback – there shall be a minimum distance of three feet (3’) between fence and any air conditioner equipment, gas meter, or transformers and electrical equipment.
- 4.19. Salvage – all salvageable fencing components shall remain the property of the City and shall, as part of each job, be properly stored at the location designated by an appropriate City employee.
- 4.20. Vinyl Coating – where vinyl coating fencing is requested, materials shall be in compliance with ASTM F 688 Standard Industrial, Class 2b, with thickness of vinyl coating between .006 and .0010 inches. Core wire shall be 9 gauge galvanized in accordance with ASTM A 641. Color – standard colors.
- 4.21. Samples – upon request (for evaluation purposes), bidder shall provide identified samples of all items to be used, including but not limited to the following: fabric, line post, corner post, terminal post (of all diameters), end loop cap, dome cap, tension wire, bracing, truss rods, bands, rail end cut, fabric ties, male hinge, latch fork, latch hanger, drop rod.
- 4.22. Provide product data: Submit catalog cuts and manufacturer’s detail specifications.
- 4.23. Specialty Items – on occasion, specialty fencing materials for new applications or to repair or replace fencing may be needed. These specialty fencing materials may include, but are not limited to plastic, PVC, wood, wrought iron, and aluminum. Pricing shall be based on a maximum 10% mark-up of cost of materials from the Contractor’s material supplier. A mark-up on sales tax will not be allowed. A copy of all applicable materials invoices from the Contractor’s supplier must be included with the invoicing to the City.

5. Repairs:

The repairs include materials and labor as required for the installation and repair of various types of fencing throughout the City. The most common fencing used at the City is chain link fencing. The Contractor shall provide the materials, fabrication and installation labor, supervision, equipment, tools, travel, fuel costs, removal of refuse from City property, and disposal of refuse necessary to perform the services required in accordance with the bid documents.

The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

6. Rental:

- 6.1. Bid prices for panel fencing and privacy screens, price shall be based on linear foot at monthly rates. If Departments place a rental order for less than a month, the Contractor shall provide prorated rental fee by number of weeks.
- 6.2. Bid prices for delivery shall be based on a one-time charge per order including mobilization and demobilization.
- 6.3. The successful bidder shall provide all necessary labor, materials, and equipment for delivery, installation, and removal. During some events the City may install all of the fencing or certain sections of the fencing. Bidders shall submit an event rate upon request for installation and an event rate for non-installation.
- 6.4. The successful bidder shall provide the stand, locking devices, tamper proof binders to complete a fence panel.
- 6.5. Fence panels shall be designed for site containment at special events and festivals.
- 6.6. The successful bidder shall be required to be “on call” to provide emergency service to repair/replace/maintain any damaged due to unforeseen circumstances during all events.
- 6.7. Fencing shall be installed on the ground and/or cement or asphalt. Bidder shall indicate additional cost for installation on cement/asphalt, if any.

7. Security Gates:

- 7.1. **Repair Services:** The awarded bidder shall provide parts and repair services to the existing gates. Parts must be from original equipment manufacturers. The Contractor shall provide the Public Works Department with a proposal which contains a detailed description of the work to be performed and cost estimate, which includes an itemized breakdown for labor hours, parts and materials and a schedule. Once Public Works Department approves the proposal, the work must be initiated and completed within two (2) working days.
- 7.2. **Additional Services:** Additional services may include the following but are not limited to new installations, rehabilitation/refinishing or work to bring equipment up to standards with the provisions of current applicable laws. The contractor may be required to alter, improve and/or overhaul equipment, which when completed will modify and/or enhance the aesthetics, operation, performance, reliability, safety etc. of the units beyond existing levels. The contractor shall provide the Public Works Department with a proposal which contains a detailed description of the work to be performed and Not-To-Exceed cost estimate, which includes an itemized breakdown for labor hours, parts and materials and a schedule.
- 7.3. **Replacement Parts:** Parts requiring repair shall be rebuilt to “as new” condition. The replacement parts shall remain the contractor’s sole property until installed on the equipment. In performing the indicated work, the contractor agrees to provide parts used by the manufacturer of the equipment for replacement or repair and to use lubricant obtained from and /or recommended by the manufacturer. Equivalent parts or lubricants may be used if approved in writing by Public Works Department.
- 7.4. **Response Time:** The contractor shall be available to respond to the City 24 hours a day 365 days a year for the term of the contract. The contractor’s response time shall be within four (4) hours from the receipt of the request for service.
 - 7.4.1. Emergency: Emergency response time by the Contractor to the job site shall be made within two (2) hours from notification.

7.4.2. Response Time Definition: Response time is defined as from the time the contractor receives the call from the City to the time the contractor arrives at the location **subsection 7.4.3 Gate List** and checks in with Public Works Department.

7.4.3. The City may add or delete location(s) through Contract Amendment.

| Well & Booster Sites | Opener Brand Model # | Serial # and/or card information | Motors | Vehicle Detectors |
|------------------------------------|--|--|---------------|---|
| Gateway Booster Station | East opener Hy Security Model 222-DEST Job # 0148248 | card info: MX000585 version 4.56 S/N 060101-1819-506 | 2HP | photo eye, card open, card close |
| Garden Lakes Booster Station | Hy Security model 222-ss st | Card info: ESR0001 version 8.5r rev. TB S/N 014200-0606-537 | Baldor 1 HP | photo eye, card open, card close |
| Northside Main Gate | Delta Model TT300S | Customer # 1003-2061 S/N 5895-op | Unknown | photo eye slide bar |
| Northside Secondary gate | Viking Model H 10 | S/N 0307-S100-1053 | Unknown | key open & close |
| Del Rio Booster Station | Hy security model 222-SS-ST job # 58306 | card info: MX000585 version 4.0 S/N 012100-0734-135 | Baldor 1 HP | slide bar, photo eye, loop |
| Coldwater Booster Station | Hy Security Model 222 SS-ST job # 0066681 | card info:MX000585-1 version 4.25 S/N 014200-0846-148 | Baldor 1 HP | photo eye, loop. Slide bar not working |
| Well 8A | Viking Model H 10 East and West openers | East S/N 0907-100-1489 or 1107pre fix West S/N 1107-100-1504 | Unknown | card open and closed |
| Well 20 | Viking Model H 10 North and South | South S/N 0510-S10B 2883 North S/N 0510-S10B-2897 | Unknown | card open and closed |
| WELL 21 | Hy Security Model 222 SS ST job # 0062107 | card info: MX 000585-1 version 4.0 62707 S/N 012700-0812-618 | Baldor 1 HP | slide bar, photo eye, loop |
| WELL 23 | Viking Access Systems Model T-21 West gates | North S/N 0718-21UL-1889 South S/N 0718-21UL-1892 | Unknown | loop, photo eye |
| WELL 23 | DKS: Door King Model 9150 | | DKS 1 HP | slide bar, photo eye, loop |
| WELL 24 | Viking Model H 10 | S/N 0510-S10B-2896 | Unknown | card open and closed |
| WELL 25 | Viking Model H 10 | S/N 0711-S10B-3781 | Unknown | card open and closed photo eye, slide bar |
| Gateway Booster Station South Gate | Viking Model H10 East and West | West S/N 1107-100-1496 East S/N 0907-100-1478 | Unknown | card open and closed |

8. Other Fence Related Services: Upon request, the successful bidder shall respond to Department's request for special fence project. The successful bidder shall provide proposal and estimated project price within the timeframe agreed by the Department and the successful bidder.

**GROUP 2 – SUPPLY AND INSTALLATION OF FENCES IN LAS LIGAS PARK, FESTIVAL FIELDS
PARK AND FRIENDSHIP PARK**

1. **Introduction.** The work consists of furnishing all labor, material, masonry work, demolition, equipment, incidentals and overhead necessary for the construction of the contract items indicated, within City parks, streets, rights-of-way and other City-owned property. All work shall be in accordance with ARIZONA BUILDING CODE except where stated otherwise herein.
2. **Address:**
 - 2.1. Las Ligas Park: 12421 W Lower Buckeye Rd, Avondale, AZ 85323
 - 2.2. Festival Fields Park: 101 E Lower Buckeye Rd, Avondale, AZ 85323
 - 2.3. Friendship Park: 12325 W McDowell Rd, Avondale, AZ 85323



3. **Material Requirements:** The requirements are the same as Group 1.
4. **Project Completion:** Projects must be completed and ready for City's inspection in 90 calendar days after receipt of Notice to Proceed, unless otherwise specified by Parks and Recreation. If the City deem the work unacceptable in accordance with this IFB, the Contractor will have 15 calendar days to rework and the City will inspect the work for final acceptance.
5. **Fence Requirements:** Perimeter placement and requirements are specified in the Perimeter Plans. Bidders shall visit job site and measure the distance of the perimeter base on Perimeter Placement Drawings, pricing shall be based on bidder's own measurement. The purpose of drawing below is to show the perimeter layout only

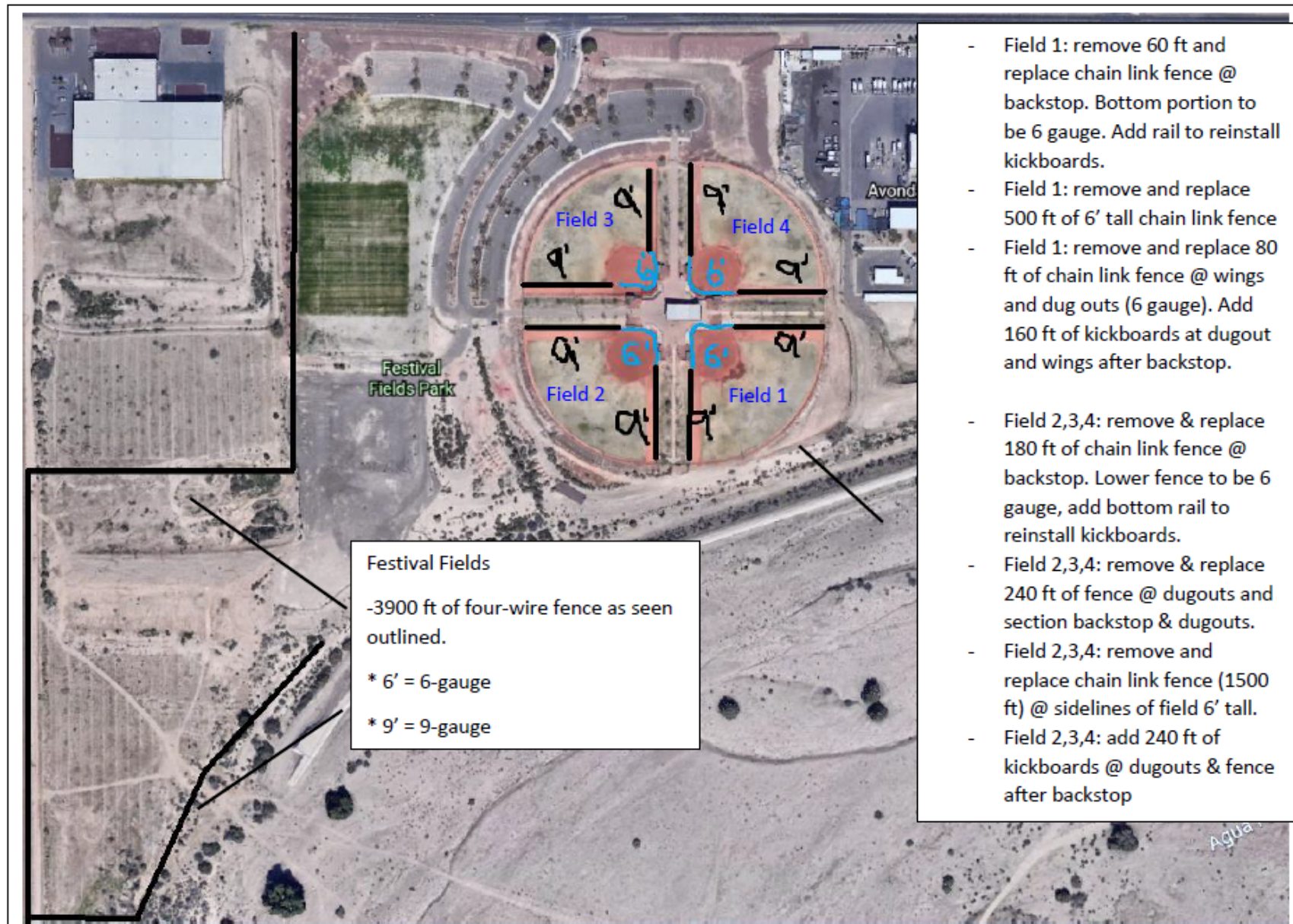
5.1. Las Ligas Park:

This Perimeter Plan approximates the distance of the perimeter. Bidders shall visit job site and measure the distance of the perimeter base on the Perimeter Plan, pricing shall be based on bidder's own measurement. The purpose of Perimeter Plan is to show the perimeter layout only.



5.2. Festival Fields Park:

This Perimeter Plan approximates the distance of the perimeter. Bidders shall visit job site and measure the distance of the perimeter base on the Perimeter Plan, pricing shall be based on bidder's own measurement. The purpose of Perimeter Plan is to show the perimeter layout only.



5.3. Friendship Park:

This Perimeter Plan approximates the distance of the perimeter. Bidders shall visit job site and measure the distance of the perimeter base on the Perimeter Plan, pricing shall be based on bidder's own measurement. The purpose of Perimeter Plan is to show the perimeter layout only.



EXHIBIT B
TO
INVITATION FOR BIDS NO. PR 21-006

[Price Sheet]

See following page(s).

| Group 1 Line Items | | Unit of Measurement | Unit Price |
|------------------------------|---|---------------------|------------|
| 1 | Labor and materials to install 100 feet of typical fence, chain link (9 ga) 6' tall with rails, posts, concrete and 1 each 3' x 6' gate | Per 100 feet | \$ |
| Fencing Fabric - Mesh | | | |
| 2 | Fence fabric per specifications, 6 GA, 8' high, 2" mesh | Linear Foot | \$ |
| 3 | Fence fabric per specifications, 9 GA, 4' high, 2" mesh | Linear Foot | \$ |
| 4 | Fence fabric per specifications, 9 GA, 5' high, 2" mesh | Linear Foot | \$ |
| 5 | Fence fabric per specifications, 9 GA, 6' high, 2" mesh | Linear Foot | \$ |
| 6 | Fence fabric per specifications, 9 GA, 8' high, 2" mesh | Linear Foot | \$ |
| 7 | Fence fabric per specifications, 9 GA, 10' high, 2" mesh | Linear Foot | \$ |
| 8 | Fence fabric per specifications, 11 GA, 4' high, 2" mesh | Linear Foot | \$ |
| 9 | Fence fabric per specifications, 11 GA, 5' high, 2" mesh | Linear Foot | \$ |
| 10 | Fence fabric per specifications, 11 GA, 6' high, 2" mesh | Linear Foot | \$ |
| 11 | Fence fabric per specifications, 11 GA, 8' high, 2" mesh | Linear Foot | \$ |
| 12 | Fence fabric per specifications, 11 GA, 10' high, 2" mesh | Linear Foot | \$ |
| Post | | | |
| 13 | Terminal post, per specifications, 2-7/8" od x 0.160 wall | Linear Foot | \$ |
| 14 | Terminal post, per specifications, 2-3/8" od x 0.160 wall | Linear Foot | \$ |
| 15 | Line post, per specifications, 2-3/8" od x 0.160 wall | Linear Foot | \$ |
| 16 | Line post, per specifications, 2-3/8" od x 0.130 wall | Linear Foot | \$ |
| 17 | Line post, per specifications, 1-7/8" od x 0.130 wall | Linear Foot | \$ |
| Top Rail | | | |
| 18 | Top rail tubing, per specifications, 1-5/8" od x 0.110 wall | Linear Foot | \$ |
| 19 | Top rail tubing, per specifications, 1-7/8" od x 0.110 wall | Linear Foot | \$ |
| Gates | | | |
| 20 | Double Drive Gate, Fence Height 4' | Linear Foot | \$ |
| 21 | Double Drive Gate, Fence Height 5' | Linear Foot | \$ |
| 22 | Double Drive Gate, Fence Height 6' | Linear Foot | \$ |
| 23 | Double Drive Gate, Fence Height 8' | Linear Foot | \$ |
| 24 | Double Drive Gate, Fence Height 10' | Linear Foot | \$ |
| Labor | | | |
| 25 | Labor rate for fence repairs | Per Hour | \$ |
| 26 | Labor rate for security gate repairs | Per Hour | \$ |

**CITY OF AVONDALE
PARKS AND RECREATION
PR 21-006**

| Group 1 Line Items | | Unit of Measurement | Unit Price |
|--|---|---------------------|------------|
| Chain Link Fence Rental | | | |
| 27 | Rental of a 4' x 12' section of portable fencing including all required hardware, panel stands (feet) | Per Month | \$ |
| 28 | Rental of a 6' x 12' section of portable fencing including all required hardware, panel stands (feet) | Per Month | \$ |
| 29 | Rental of a 8' x 12' section of portable fencing including all required hardware, panel stands (feet) | Per Month | \$ |
| 30 | Mobilization + Demobilization (All Sizes) | Per Event | |
| Concrete | | | |
| 31 | 2500 PSI Concrete (Post Footings) 1 - 3 Yards | Cubic Yard | \$ |
| 32 | 2500 PSI Concrete (Post Footings) 4 - 6 Yards | Cubic Yard | \$ |
| 33 | 2500 PSI Concrete (Post Footings) Over 6 Yards | Cubic Yard | \$ |
| Optional Related Services (bidders may add line items) | | | |
| 34 | | | \$ |
| 35 | | | \$ |
| 36 | | | \$ |
| 37 | | | \$ |
| 38 | | | \$ |
| 39 | | | \$ |
| 40 | | | \$ |

| Group 2 Line Items | Unit of Measurement | Subtotal |
|----------------------|---------------------|----------|
| Las Ligas Park: | Lump Sum | \$ |
| Festival Fields Park | Lump Sum | \$ |
| Friendship Park | Lump Sum | \$ |
| Total | | \$ |

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

Company Name: _____ Date: _____

EXHIBIT C
TO
INVITATION FOR BIDS NO. PR 21-006

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

CITY FENCING AND GATES
NO. PR 21-006

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**

1. Business License

Most business that are located or doing business in the City of Avondale are required to obtain and maintain City of Avondale business license. If you have a City of Avondale Business License, please provide or please explain why a business license is not applicable. If the City of Avondale determines that a business license is required, you will be required to obtain a business license as a condition to award of any procurement.

☐ Not applicable. Please explain:

2. Arizona Transaction Privilege (Sales) Tax License (TPT License)

Most businesses:

- 2.1. located in Arizona
- 2.2. located outside of Arizona with Nexus
- 2.3. located outside of Arizona without Nexus that meet minimum
 - 2.3.1. A marketplace facilitator has economic nexus if it facilitates, for remote seller(s) or also on its own behalf, a gross amount of more than \$100,000 in sales.
 - 2.3.2. A remote seller has economic nexus if in the previous or current year, the gross sales generated from direct sales into Arizona is more than:
 - 2.3.2.1. \$200,000 (2019)
 - 2.3.2.2. \$150,000 (2020)
 - 2.3.2.3. \$100,000 (2021 and beyond)

are required to obtain and maintain TPT license. If you have a TPT License, please provide or please explain why a business license is not applicable. If the City of Avondale determines that a Transaction Privilege Tax license is required, you will be required to obtain a TPT license as a condition to award of any procurement.

☐ Not applicable. Please explain:

3. DBE/WBE STATUS

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

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

EXHIBIT D
TO
INVITATION FOR BIDS NO. PR 21-006

[References]

See following page.

REFERENCES

CITY FENCING AND GATES
PR 21-006

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

| | | | |
|----|------------------------------|---------------------------------|---------------------|
| 1. | Company: | <hr/> | |
| | Address | <hr/> | |
| | City/State/Zip Code | <hr/> | |
| | Contact: | <hr/> | |
| | Telephone Number: | <hr/> | |
| | Date of Contract Initiation: | Contract Expiration Date: <hr/> | |
| | Project Description: | <hr/> | |
| | Contract Value: | \$ | Annual Amount <hr/> |
| | | | |
| 2. | Company: | <hr/> | |
| | Address | <hr/> | |
| | City/State/Zip Code | <hr/> | |
| | Contact: | <hr/> | |
| | Telephone Number: | <hr/> | |
| | Date of Contract Initiation: | Contract Expiration Date: <hr/> | |
| | Project Description: | <hr/> | |
| | Contract Value: | \$ | Annual Amount <hr/> |
| | | | |
| 3. | Company: | <hr/> | |
| | Address | <hr/> | |
| | City/State/Zip Code | <hr/> | |
| | Contact: | <hr/> | |
| | Telephone Number: | <hr/> | |
| | Date of Contract Initiation: | Contract Expiration Date: <hr/> | |
| | Project Description: | <hr/> | |
| | Contract Value: | \$ | Annual Amount <hr/> |

EXHIBIT E
TO
INVITATION FOR BIDS NO. PR 21-006

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT F
TO
INVITATION FOR BIDS NO. PR 21-006

[Work Orders]

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