Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda

Town Council

Mayor Mark Stanton
Vice Mayor Christine Labelle
Councilmember Ellen Andeen-Keller
Councilmember Karen Liepmann
Councilmember Scott Moore
Councilmember Julie Pace
Councilmember Anna Thomasson

Thursday, March 26, 2026 **3:00 PM** **Council Chambers**

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. STUDY SESSION ITEMS - IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

26-077 **Discussion of Healthcare Request for Proposals - Update #2**
15 Minutes

Staff Contact: Gina Monger, 480-348-3542

26-078 **Discussion of Fiscal Year 2026 Compensation and Classification Study**
45 Minutes

Staff Contact: Gina Monger, 480-348-3542

26-076 **Discussion of Fiscal Year 2027 Departmental Budgets**
90 Minutes

Staff Contact: Leslie DeReche, 480-348-3690

3. EXECUTIVE SESSION

26-071 **Discussion of Town Manager annual performance review process as authorized by A.R.S. §38-431.03(A)(1).**

26-068 **The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM

6. ROLL CALL

7. PLEDGE OF ALLEGIANCE*

8. PRESENTATIONS*

9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

26-069 **Minutes of Town Council Meeting March 12, 2026**

26-074 **Discussion and Possible Action to Approve Job Order #4 of CON-25-031-PBW with M.R. Tanner for the Improvement of ADA Sidewalk Ramps on Mockingbird Ln at Meadowlark Ln, Hummingbird Ln, and Cheney Dr.**

Recommendation: Authorize the Town Manager to execute Job Order #4, of contract number CON-25-031-PBW, between MR Tanner Development and Construction LLC and The Town of Paradise Valley for the purpose of improving sidewalk ramps per The Americans with Disabilities Act (ADA) requirements for road projects, in the amount of $58,817.00

Staff Contact: Chris Martinez, 480-348-3527

26-075 **Discussion and Possible Action to Approve the Third Amendment to the Linking Agreement with The HVAC Company for Replacement of Equipment at the Fire Stations**

Recommendation: Authorize the Town Manager to execute the Third Amendment to the Linking Agreement (CON-25-035-PBW-A3) with The HVAC Company for replacement of HVAC equipment at Fire Stations 91 and 92, increasing the contract amount by $60,000 in Fiscal Year 2026.

Staff Contact: Robert Deserano, 480-348-3589

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

26-072 **Discussion and Possible Action to Approve and Authorize the Town Manager to Execute the Following Contracts relating to the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project: (i) Amendment No. 1 to CON-25-001-ENG with Achen-Gardner Construction, LLC, establishing the guaranteed maximum price for construction; (ii) Task Order No. 1 to Agreement CON-26-020-ENG with Tristar Engineering and Management, Inc., for construction administration services; and (iii) Task Order No. 4 to Agreement CON-26-011-ENG with Quality Testing, LLC, for material testing services**

Recommendation: Authorize the Town Manager to execute the following contracts relating to the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project: (i) Amendment No. 1 to CON-25-001-ENG with Achen-Gardner Construction, LLC, establishing the guaranteed maximum price for construction; (ii) Task Order No. 1 to Agreement CON-26-020-ENG with Tristar Engineering and Management, Inc., for construction administration services; and (iii) Task Order No. 4 to Agreement CON-26-011-ENG with Quality Testing, LLC, for material testing services

Staff Contact: Sam Kayat, 480-348-3573

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of four more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days, or longer with Council approval.

26-070 **Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Town Manager, 480-348-3690

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. ADJOURN

AGENDA IS SUBJECT TO CHANGE

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

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.

Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 26-077

AGENDA TITLE:
Discussion of Healthcare Request for Proposals - Update #2

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: Mayor Stanton and Town Councilmembers

FROM: Andrew Ching, Town Manager
Gina Monger, Human Resources Director

DATE: March 26, 2026

DEPARTMENT: Town Manager (Human Resources)

STAFF CONTACT: Gina Monger, gmonger@paradisevalleyaz.gov**,** 480-348-3542

AGENDA TITLE: **Healthcare Request for Proposals – Second Update**

RECOMMENDATION
The information being presented is to provide Council with the results of the request for proposals (RFP) for the Town's healthcare benefits, and to recommend that Council approves the Town's membership renewal with the *Arizona Metropolitan Trust (AzMT),* effective July 1, 2026.

SUMMARY STATEMENT
Overview: The Town provides medical, dental, vision, prescription, short-term disability, employee assistance programming, wellness, and life and accidental death and dismemberment coverages for all eligible employees. The Town has been a member of the *AzMT* since July 1, 2017; the Town's membership will expire on June 30, 2026.

Council approved the Town's request to solicit bids for its healthcare benefits in FY2026, through the use of a professional services contract, not to exceed $21,125 (budget was $45,000).

Professional Services Consultant: The Town contracted with *Capital Financial Consulting (Capfi Consulting)* to support the RFP process, which included a feasibility study to consider fully self-funded benefits.

Feasibility Study: On October 23, 2025, a presentation was delivered to Council that concluded, that based upon the Town's FY2023, FY2024, and FY2025 medical claims history, fully self-funding would outperform pooled self-funding in 78.9% of the FY2026 modeling scenarios, with projected savings year after year for the next several years.

On February 3, 2026, the feasibility study was updated with the FY2026 Q1 claims data, and the modeling results dropped to 47.2%. These results were heavily impacted by multiple large claims that occurred during the first quarter, as well as overall usage of the plan. Upon review of this data, it was noted that the claims during this quarter doubled as compared to the same quarter in the prior three plan years.

In light of this new information, the Town no longer wishes to pursue fully self-insured healthcare benefits.

RFP Process: On November 14, 2025, the RFP was released. Invitations to submit bids were sent to direct benefit providers, third-party administrators, and Arizona benefit pools.

RFP Results: Bids were opened on December 15, 2025. Nine responses were received and two were subsequently rejected for failing to be responsive to the RFP, and one declined to provide a quote. *AzMT* had previously notified the Town that it does not respond to RFPs and that newly approved members are underwritten and then rates are set accordingly. The remaining six eligible responses were as follows:

Response 1	Self-funded medical bundle, dental, and vision
Response 2	Dental and vision only
Response 3	Dental and vision only
Response 4	Life, voluntary life, voluntary short-term disability
Response 5	Dental and vision only
Response 6	Self-funded medical bundle

Only *Response 1* contained the three major healthcare programs (medical, dental, and vision), at a cost of more than 18% of what the Town's current costs are for a full healthcare program; and would have still required the Town to independently procure the other ancillary benefits, plus stop-loss insurance, and actuarial and legal services.

Consequently, the review of the bids was paused, and additional efforts were made to contact the other known healthcare pools for premium information, to which none responded. Further research was conducted by the Town to identify premiums for several Arizona self-funded pools. This research resulted in very limited information, but what was found indicated much higher premiums than those of the *AzMT*.

Concurrently, with the Town's RFP process, during its annual renewal meeting on February 11, 2026, the *AzMT* Board of Trustees approved to extend an offer of membership to the Town, effective July 1, 2026, for 36 months. During this same meeting, the Board of Trustees approved a 9.5% increase for medical premiums for all *AzMT* members, based upon historical claims experience and funding needed to replenish the reserve funds.

PROPOSED ACTION
The Town recommends Council approves the resolution to be placed on the April 9, 2026 consent agenda, to renew its membership with the *AzMT*, effective July 1, 2026, for term of 36 months.

BUDGET IMPACTS
There is no direct budget impact to approve the renewal of the Town's membership with the *AzMT*. The rate increase for FY2027 medical premiums is included in the proposed budget.

ATTACHMENTS:

- **A.** Staff Report: Healthcare Request for Proposals – Second Update
- **B.** Staff Presentation



Town of Paradise Valley

HEALTHCARE
REQUEST FOR PROPOSALS
2nd Update

March 26, 2026

PURPOSE OF PRESENTATION

Review: Brief summary of project.

Update on Feasibility Study: Provided updated projections since study session.

Results of RFP: Provide overview of the results of the RFP process conducted.

Council "Ask": Seeking Council consensus to approve recommendation for membership renewal in the *Arizona Metropolitan Trust* (*AzMT*) by consent agenda on April 9, 2026.

CONSULTANT SERVICES

- *Capital Financial Consulting (*dba *Capfi Consulting)* was retained to support RFP process for healthcare benefits.

- Contract not to exceed $21,125.
  - ✓YTD spend $14,375.

- Services
  - ✓Conducted feasibility study to consider fully self-funded healthcare.
  - ✓Supported efforts to gather claims data, identify RFP specifications, reviewed submittals, and analyzed results.
  - ✓Met with RFP committee to review submittals.
  - ✓Prepared final analyses for consideration.

TOWN HEALTHCARE BENEFITS PROVIDER

- Effective 07/01/2017, Council approved the Town's membership with the *Arizona Metropolitan Trust* (*AzMT*), a self-insured pool.
- Current membership expires 06/30/2026.
- On 02/11/2026, in accordance with its renewal procedure for current members, the AzMT Board of Trustees approved to extend an offer of membership to the Town, effective 07/01/2026, for a 36-month term.



FULLY SELF-INSURED FEASIBILITY STUDY

CAPFI CONSULTING

A feasibility study was conducted to determine if the Town would financially benefit from a fully self-funded insurance program. Results ≤70% indicate savings to be gained from full self-insurance.

- **October 23, 2025:** Feasibility results based upon FY2023, FY2024, and FY2025 claims data projected fully self-funding would outperform pooled funding in 78.9% of the modeling scenarios in FY2026, with projected savings of $154,654, and increasing savings year after year.
- **February 3, 2026:** Provided FY2026 Q1 claims data and the modeling results dropped to 47.2%. Claims doubled in this quarter as compared to same quarter in the prior 3 plan years.
- **Conclusion:** Not a risk profile to recommend fully self-insured healthcare benefits.

RFP RESULTS



11/14/2025

- RFP released the solicitation for proposals for medical, dental, vision, basic life/accidental death & dismemberment, voluntary life, and voluntary short-term disability insurance benefits.
- Invitations were sent to direct providers, third-party administrators, and benefit pools.



12/15/2025

- Bid opening.
- Received 9 responses total, 2 rejected (unresponsive),and 1 declined to provide a quote.

RFP RESULTS



Best Bid:

- None of the respondents quoted all of the Town's current lines of insurance with the AzMT.
- Only 1 respondent quoted medical, dental, and vision, at a cost of 18% over the Town's current healthcare costs.



Additional Considerations:

- Other AZ healthcare pools were contacted to obtain current premium information.
- None responded.
- Conducted independent research and found limited pool premiums. All significantly exceeded current premiums.

COUNCIL “ASK”

Based upon the results of the RFP, the Town recommends renewing its membership with the AzMT.

Therefore, the Town is seeking Council consensus to approve the resolution to renew its membership with the AzMT, effective 07/01/2026, for a 36-month term, at the 04/09/2026 meeting.





Questions?

Action Report

File #: 26-078

AGENDA TITLE:
Discussion of Fiscal Year 2026 Compensation and Classification Study

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: Mayor Stanton and Town Councilmembers

FROM: Andrew Ching, Town Manager
Gina Monger, Human Resources Director

DATE: March 26, 2026

DEPARTMENT: Town Manager (Human Resources)

STAFF CONTACT: Gina Monger, gmonger@paradisevalleyaz.gov**,** 480-348-3542

AGENDA TITLE: **FY2026 Compensation and Classification Study Update**

RECOMMENDATION
The information being presented is to provide Council with the results, including recommendations, from the compensation and classification study for all Town positions. The Town is seeking consensus from Council to move forward with implementation of the recommendations from the study.

SUMMARY STATEMENT
Overview: Council has provided direction to the Town administration through the *Employee Handbook* to strive to offer competitive wages and salaries to recruit and retain highly qualified employees through consideration of market conditions, competing employers, and internal equity. Council further advised that classification studies are an effective tool to review the classification plan, which includes compensation for each classification on a periodic basis.

Town History: The last compensation and classification study was conducted in FY2022 and was primarily dedicated to sworn and dispatcher positions. As a result of this study, Council approved sworn and dispatch 11-step placement-in-range (PIR) pay scales to address market conditions at the time. This action was paid through contingency funds in FY2022 by Resolution 2022-10, ahead of upcoming FY2023. Additionally, in FY2025, Council approved to reduce the PIR from 11 to 7 steps for sworn and dispatch personnel.

Prior to the FY2022 study, the most recent compensation and classification study that included all positions was conducted in 2007.

Town Turnover: Upon review of the Town's turnover over the previous 5 calendar years, the total turnover was 72 employees. Of those 72 employees, 19 (26%) left the Town for other employment (7 sworn and 12 non-sworn). It is also noted that 17 of the 19 employees who resigned to accept other employment had less than 5 years of service with the Town; with 13 of those 17 having less than 3 years of service.

Town Actions: The Town has worked diligently to address internal and external factors that affect recruitment and retention. Since 2023, 19 positions have been reclassified to address job duties and/or

market comparisons. Of these 19 position reclassifications, 17 were non-supervisory positions. Additionally, 24 salary adjustments have been made to address internal equity between classifications and qualifying experience of new hires and incumbents.

Council Action: Council approved $20,000 in the FY2026 budget to conduct a comprehensive compensation and classification study, through a professional consultant, to assess the Town's workforce market competitiveness, to attract and retain exceptional employees.

Professional Services Consultant: The Town contracted with *Public Sector Personnel Consultants* (PSPC) to conduct the study of the compensation and classification data and analyses of over 60 positions and approximately 121 employees as they compare to the Town's designated market comparator cities: Chandler, Gilbert, Glendale, Mesa, Peoria, Scottsdale, and Tempe. These cities have historically been the Town's comparators because of their geographic proximity to the Town and applicant pools overlap across these areas.

Study Results: The results of the study revealed that prior efforts by Council and the Town to be/remain competitive have had a positive impact. Overall, the Town is on average 6.5% behind the prevailing market, though the director-level positions are further behind market. However, when benefits are factored in, this deficit drops to an overall average of 3.0% behind market. Therefore, these results propose that the Town should focus its resources on salaries to achieve market competitiveness and consequently impact recruitment and retention of *new* employees (based on turnover data noted above).

The results also demonstrate that the Town's compensation policies to maintain equity and compensate employees for qualifying experience have positively impacted individual employees, despite the Town as a whole being behind market. Simply stated, though the Town is being behind market at the position level, most employees are being compensated as the appropriate rate within their respective pay ranges, based on market data.

RECOMMENDED ACTIONS

1. Provide a 3% market adjustment to all position ranges and all employees within the ranges to reach market parity.
2. Except for director-level positions, adjust all positions to 100% of the market rate; and adjust director-level positions to within 10% of the market.
3. Address any compression between positions.
4. Adjust individual employee salaries that are below market of new ranges.
5. Advance employees through (new) ranges to reach the midpoint in 5 years.

BUDGET IMPACTS

The proposed 3% market adjustment for all employees, to fully implement the study recommendations, is approximately $450,000. This includes any additional employer paid benefit costs as a result of the salary changes. There is no cost to adjust the salary ranges of positions to 100% of market rate or address any compression issues, unless individual employees' salaries fall below the bottom of the new position pay range. Our projection is that the total cost to bring any affected employees up to the bottom of their new pay range would be approximately $20,000, proposed to be funded in the FY2026-2027 budget.

ATTACHMENTS:

- **A.** Staff Report: FY2026 Compensation and Classification Study Update
- **B.** Presentation: Public Sector Personnel Services

PUBLIC SECTOR PERSONNEL CONSULTANTS

TOWN OF PARADISE VALLEY

RESULTS OF THE TOTAL COMPENSATION STUDY

MARCH 26, 2026

PUBLIC SECTOR PERSONNEL CONSULTANTS

MEETING OBJECTIVES

- INTRODUCTION TO PUBLIC SECTOR PERSONNEL CONSULTANTS
- OUTLINE COMPENSATION SURVEY METHODOLOGY
- REVIEW TOTAL COMPENSATION FINDINGS
- DISCUSS IMPLEMENTATION STRATEGY

INTRODUCTION TO PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC)

- 1972 – ORIGINATED AS PUBLIC SECTOR GROUP OF HAY ASSOCIATES
- 1992 – WE ESTABLISHED OUR NATIONAL OFFICE IN ARIZONA; LOCATIONS IN DALLAS, CHICAGO, LOS ANGELES, AND DENVER
- WE SPECIALIZE IN HUMAN RESOURCES FOR PUBLIC EMPLOYERS
- OVER 1,100 PUBLIC EMPLOYERS SERVED BY MEMBERS OF OUR FIRM
- OTHER CURRENT / RECENTLY COMPLETED STUDIES INCLUDE CITIES OF SCOTTSDALE, YUMA, SEDONA, CAREFREE, CASA GRANDE, COTTONWOOD, NOGALES, YUMA COUNTY, DALLAS, RIVERSIDE, RENO, LAS CRUCES, SAN BERNARDINO, AND MANY OTHERS

PUBLIC SECTOR PERSONNEL CONSULTANTS

SALARY SURVEY

- PSPC CONSIDERED REQUESTED JOB DESCRIPTIONS, ORG CHARTS, SALARY STRUCTURES, AND BENEFIT PLANS FROM 7 DIFFERENT AZ CITIES
- THESE COMPARATORS WERE SELECTED BASED ON CITIES USED IN PREVIOUS STUDY AND ARE TOWN'S DESIGNATED MARKET COMPARATORS BY POLICY

Chandler	Gilbert	Glendale
Mesa	Peoria	Scottsdale
Tempe		

- SALARY SURVEY WILL ANSWER THE QUESTION OF "WHERE ARE WE TODAY?"
- IMPLEMENTATION ANSWERS THE QUESTION "WHERE DO WE WANT TO BE NOW AND GOING FORWARD?"

PUBLIC SECTOR PERSONNEL CONSULTANTS

HIGH LEVEL
COMPENSATION SURVEY RESULTS

- PSPC SURVEYED ~60 JOB TITLES AND FOUND OVER 330 COMPARABLE JOBS IN THE MARKET
- THE TOWN IS, ON AVERAGE, -6.5% BEHIND MARKET ON THE SALARY RANGE MIDPOINTS (THE TOWN IS MORE BEHIND MARKET AT THE DIRECTOR LEVEL)
- THE TOWN IS, ON AVERAGE, -3% BEHIND MARKET ONCE TOTAL COMPENSATION IS TAKEN INTO ACCOUNT (MORE DETAILS ON FOLLOWING SLIDE)

PUBLIC SECTOR PERSONNEL CONSULTANTS

TOTAL COMPENSATION

DEFINITION:

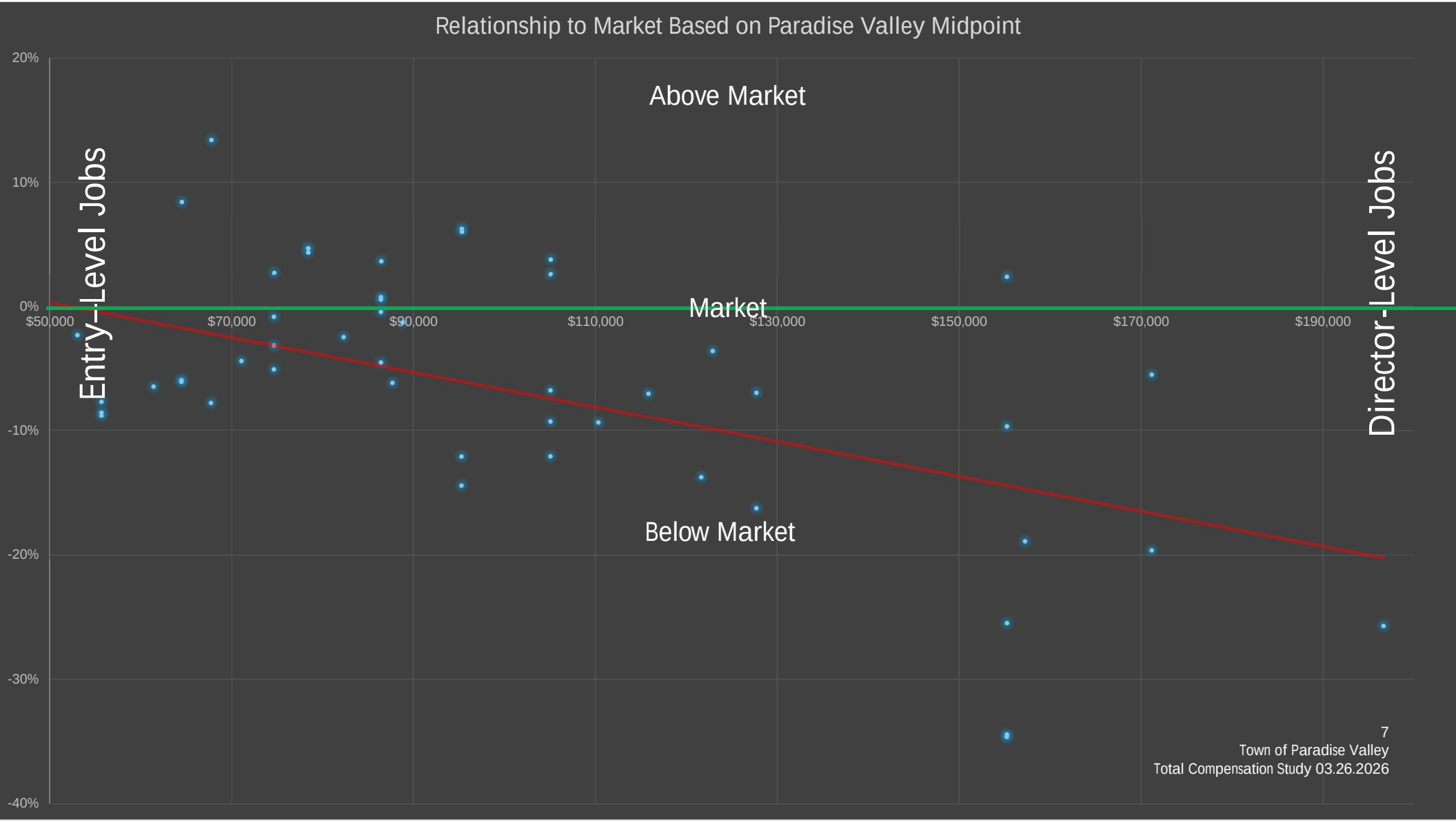
THE TOTAL VALUE OF SALARIES AND BENEFITS PAID BY THE TOWN

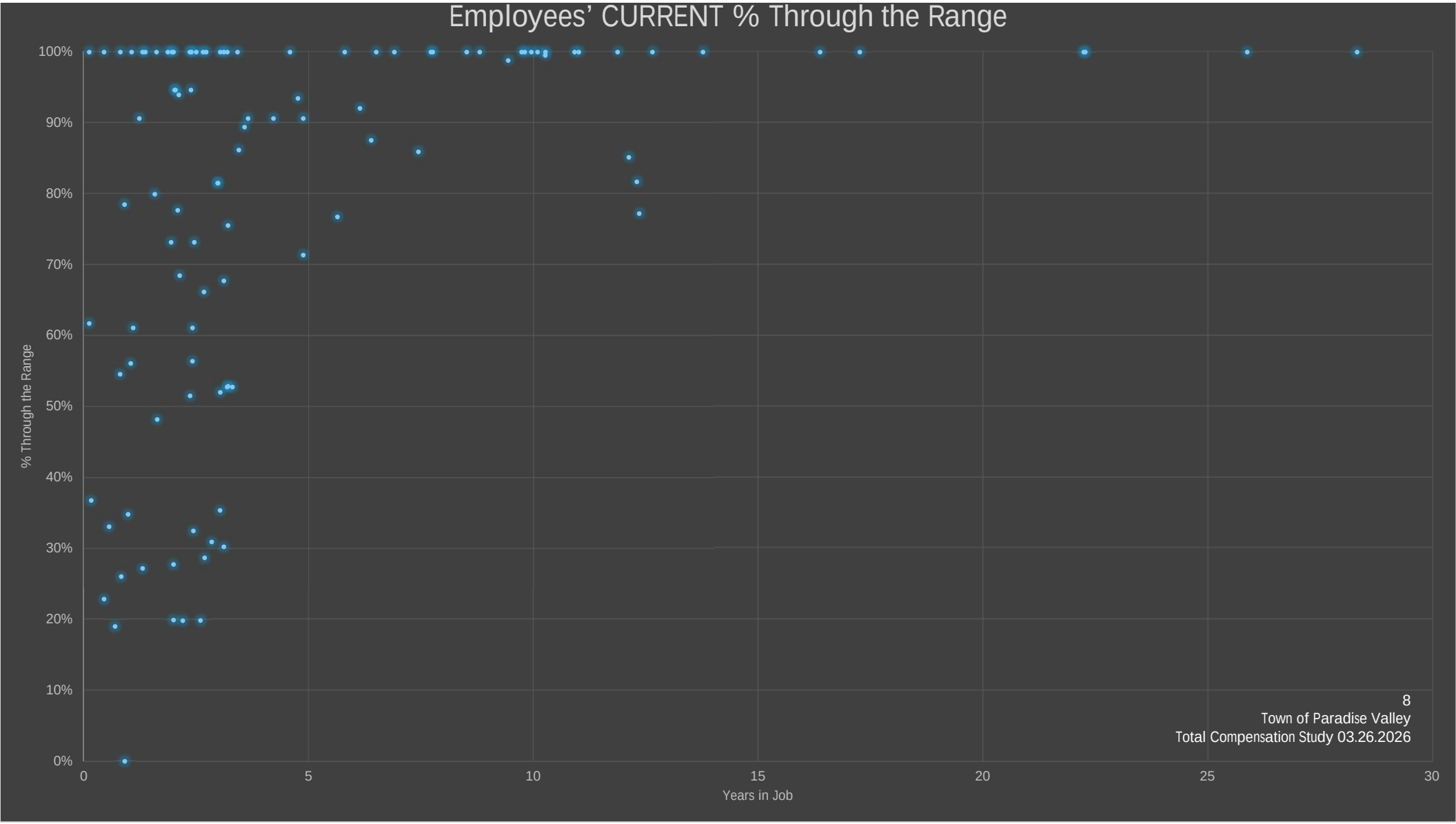
BENEFITS REVIEWED

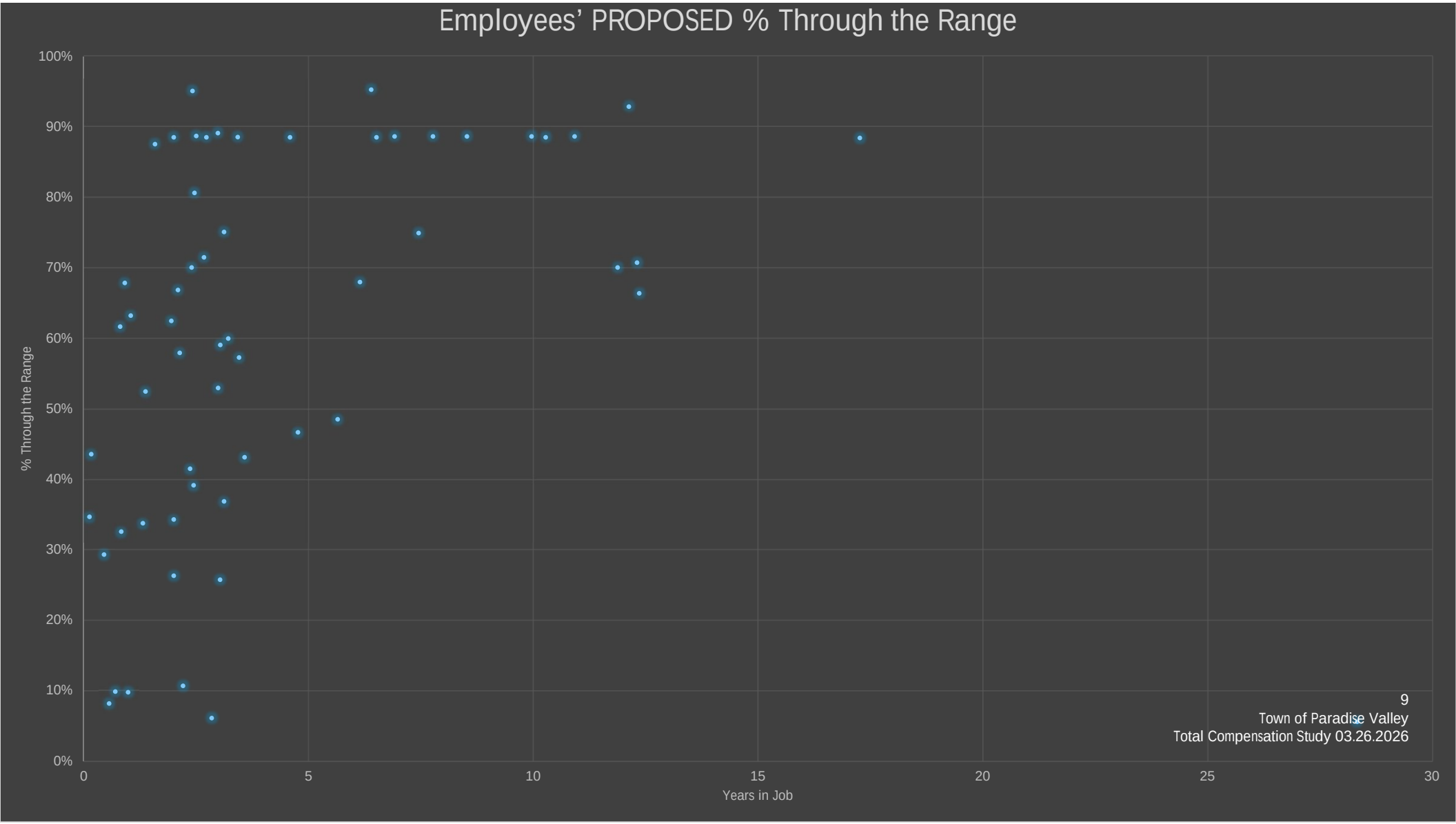
EMPLOYER CONTRIBUTIONS TO EMPLOYEE HEALTHCARE PREMIUMS

ALLOWANCES: UNIFORMS, SAFETY BOOTS, BILINGUAL PREMIUM, AND LONGEVITY PAY

PUBLIC SECTOR PERSONNEL CONSULTANTS


Relationship to Market Based on Paradise Valley Midpoint
20%
10%
0%
-10%
-20%
-30%
-40%
$50,000
$70,000
$90,000
$110,000
$130,000
$150,000
$170,000
$190,000
Above Market
Market
Below Market
Entry-Level Jobs
Director-Level Jobs
7
Town of Paradise Valley
Total Compensation Study 03.26.2026


Employees' CURRENT % Through the Range
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
% Through the Range
0
5
10
15
20
25
30
Years in Job
8
Town of Paradise Valley
Total Compensation Study 03.26.2026


Employees' PROPOSED % Through the Range
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
% Through the Range
0
5
10
15
20
25
30
Years in Job
9
Town of Paradise Valley
Total Compensation Study 03.26.2026

POTENTIAL STEPS FOR GETTING EMPLOYEES TO MARKET

1. PROVIDE A 3% MARKET ADJUSTMENT
   - ~$450K OF SALARY ONLY INCREASES
   - ROUGHLY SPEAKING, A 1% INCREASE COSTS ABOUT $150K FULLY LOADED
2. PLACE JOBS ONTO SALARY SCHEDULE BASED ON 3 FACTORS
   - MARKET – GET ALL GENERAL UNIT JOBS TO 100% OF MARKET. GET DIRECTORS TO WITHIN 10% OF MARKET
   - INTERNAL EQUITY – ENSURE THERE ISN'T VERTICAL COMPRESSION BETWEEN JOBS
   - BUDGET – BY PLACING DIRECTORS WITHIN 10% OF MARKET, WE AVOID LARGE INCREASES FOR INDIVIDUAL EMPLOYEES
3. MOVE EMPLOYEES THROUGH THEIR NEW RANGE TO GET TO MIDPOINT IN 5 YEARS
   - WE DON'T WANT A 1-YEAR, 5-YEAR, AND 10-YEAR EMPLOYEE ALL ON MINIMUM OF RANGE
   - COSTS AROUND $20K TO CATCH UP INDIVIDUAL EMPLOYEES

PUBLIC SECTOR PERSONNEL CONSULTANTS

QUESTIONS?

PUBLIC SECTOR PERSONNEL CONSULTANTS

MARCH 26, 2026

Action Report

File #: 26-076

AGENDA TITLE:
Discussion of Fiscal Year 2027 Departmental Budgets

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Mark Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Leslie DeReche, Chief Financial Officer

DATE: **March 26, 2026**

DEPARTMENT: Finance and Budget
Leslie DeReche, 480.348.3696

AGENDA TITLE:
Discussion of Fiscal Year 2027 Departmental Budgets

SUMMARY STATEMENT:
The information presented in this Study Session serves as the foundation for the Town's budget. This presentation includes an overview of projected expenditures for FY2027. Emphasis will be placed on the department operating budgets.

BACKGROUND:
Staff will provide an overview of the Town's operational budget by department, including major budgetary changes.

To view the proposed budget click here to visit the Town of Paradise Valley budget transparency portal: https://cleargov.com/arizona/maricopa/town/paradise-valley
Instructions on how to navigate the budget are included as Attachment C.

The next budget meeting, on April 9, 2026, will focus on the revenues. Through these Study Sessions and leading up to the production of the Tentative Budget, staff seeks Council's policy direction regarding priorities for FY2027.

BUDGETARY IMPACT:
The information presented is intended to facilitate Council feedback in the development of the FY2027 budget.

ATTACHMENT(S):

A. Staff Report
B. PowerPoint
C. ClearGov Budget Software Navigation Instructions



Town of Paradise Valley
FY2027 Budget Development

Expenditures Overview

Budget Calendar



Date	Activity	Subject
March 12	Study Session	User Fees Preliminary Budget Overview Capital Improvement Projects (CIP)
March 26	Study Session	Department Budgets
April 9	Study Session	Revenue Stress Test Pension Funding Follow Up Items
April 23	Meeting: Action Item	Tentative Budget Adoption
May 14	Meeting: Action Item	Final Budget Adoption

Agenda

- FY2027 Proposed Changes to Personnel Costs
- FY2027 Proposed Department Budgets
- FY2027 Proposed Enterprise and Special Revenue Fund Budgets

FY2027 Major Personnel Budget Changes

FY2027
Major Personnel Budget Changes

PROPOSED BUDGET CHANGES	FY2026	FY2027
General compensation plan increase of 5.0% total	5.0%	5.0%
• Market adjustment	2.0%	3.0%
• Merit increase	3.0%	2.0%
Arizona State Retirement System (ASRS) employer contribution rate	12.00%	11.98%
Public Safety Retirement System (PSPRS) employer contribution rate Tiers 1 & 2	24.69%	16.44%
Public Safety Retirement System (PSPRS) employer contribution rate Tier 3	8.52%	8.69%
Arizona Metropolitan Trust (AzMT) healthcare benefits overall increase	4.5%	9.5%
Town FTEs	117.1	116.9

FY2027 Department Budgets

Department Budgets

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Mayor & Council	493,496	494,550	482,379	500,279	17,900	3.7%
Town Manager	1,207,311	1,328,431	1,529,222	1,607,882	78,660	5.1%
Town Attorney	691,778	944,583	976,138	844,096	(132,042)	-13.5%
Information Technology	1,662,245	2,059,458	2,096,889	2,184,575	87,686	4.2%
Finance	1,508,406	1,719,807	1,813,710	1,837,291	23,581	1.3%
Community Development	3,288,360	3,975,106	4,111,881	4,299,646	187,765	4.6%
Public Works	799,605	1,070,243	1,495,116	1,551,258	56,142	3.8%
Courts	1,082,380	987,356	1,119,901	1,339,409	219,508	19.6%
Police	14,435,682	12,609,045	13,083,724	12,957,631	(126,093)	-1.0%
Total Departmental	**25,169,262**	**25,188,579**	**26,708,959**	**27,130,069**	**421,110**	**1.6%**



Mayor &Town Council

Mayor & Town Council
Major Budget Changes

Increased/Decreased Spending

- Arts Commission - increase $2k
- Council Recognition Events - increase $10k
- Historical Committee increase - $5k

To be determined

- Human services contribution $265,000 preliminary budget

Mayor &Town Council

	FY2025 Actual	FY2026 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Personnel	0	0	0	0	0	0%
Services	482,640	457,050	470,879	488,579	17,700	3.8%
Supplies	10,856	37,500	11,500	11,700	200	1.7%
Total	**493,496**	**494,550**	**482,379**	**500,279**	**17,900**	**3.7%**
FTE			**0**	**0**	**0**	**0%**



Town Manager

Town Manager
Major Budget Changes

Increased/Decreased Spending

- Moved position from Town Attorney to Town Manager - increase $97k
- Election costs - increase $25k
- No Comp/benefits studies - decrease $62K
- Reduced Employee Tuition Reimbursement based on actual use – decrease $25K

Town Manager Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	940,953	896,496	1,041,117	1,190,524	149,407	14.4%
Services	235,545	387,935	441,905	385,808	(56,097)	-12.7%
Supplies	30,813	44,000	46,200	31,550	(14,650)	-31.8%
Total	**1,207,311**	**1,328,431**	**1,529,222**	**1,607,882**	**78,660**	**5.1%**
FTE			**4.0**	**5.0**	**1.0**	



Town Attorney

Town Attorney
Major Budget Changes

Increased/Decreased Spending

- Position moved to Town Manager – decrease $97k
- Town Attorney contract – Increase $10k

Town Attorney Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	395,732	534,198	578,880	447,253	(131,627)	-22.7%
Services	327,320	440,025	427,958	429,643	1,685	0.3%
Supplies	1,167	2,800	3,100	2,300	(800)	-25.8%
Administrative Allocation	(32,440)	(32,440)	(33,800)	(35,100)	(1,300)	3.8%
Total	**691,778**	**944,583**	**976,138**	**844,096**	**(132,042)**	**-13.5%**
FTE			**4.1**	**3.1**	**(1.0)**	



Information Technology

Information Technology
Major Budget Changes

Increased/Decreased Spending

- Professional services, licenses & support – Increase $32k

New purchases-Technology projects

- Campus security projects $125k
- IT infrastructure improvements $100,000
- Website $100k
- Computer yearly refresh of 1/3 $140k

Information Technology Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	651,025	718,234	632,379	701,848	69,469	11.0%
Services	794,648	897,300	1,011,610	1,043,528	31,918	3.2%
Supplies	3,454	3,100	5,100	3,900	(1,200)	-23.5%
Administrative Allocation	(26,176)	(26,176)	(27,200)	(28,200)	(1,000)	3.7%
Capital Outlay	239,294	467,000	475,000	463,500	(12,000)	-2.5%
Total	**1,662,245**	**2,059,458**	**2,096,889**	**2,184,575**	**87,686**	**4.2%**
FTE			**4.0**	**4.0**	**0.0**	



Finance

Finance
Major Budget Changes

Increased/Decreased Spending

- Payroll processing fees – increase $15k

Finance Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	957,881	1,065,300	1,114,687	1,128,393	13,706	1.2%
Services	315,200	353,690	384,193	399,498	15,305	4.0%
Supplies	372,508	438,000	457,500	457,500	0	0.0%
Administrative Allocation	(137,184)	(137,184)	(142,670)	(148,100)	(5,430)	3.8%
Total	**1,508,405**	**1,719,807**	**1,813,710**	**1,837,291**	**23,581**	**1.3%**
FTE			**8.0**	**8.0**	**0.0**	



Community Development

Community Development
Major Budget Changes

Increased/Decreased Spending

- Professional Services – increase $38k
- Training – increase $10K

New purchases

- Vehicle $33,050

Community Development Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	2,681,314	2,685,481	2,807,057	2,949,594	142,537	5.1%
Services	734,901	1,438,210	1,419,524	1,466,402	46,878	3.3%
Supplies	20,112	31,850	39,850	45,050	5,200	13.0%
Capital Outlay	32,469	0	33,050	33,300	250	0.8%
Administrative Allocation	(180,436)	(180,435)	(187,600)	(194,700)	(7,100)	3.8%
Total	**3,288,360**	**3,975,106**	**4,111,881**	**4,299,646**	**187,765**	**4.6%**
FTE			**19.0**	**19.0**	**0.0**	



Public Works

Public Works
Major Budget Changes

General Fund

New purchases (department capital expenditures) - $435k

- Town Hall exterior repairs: fascia/structure
- Fan coil and HVAC units: replacement of aged past life cycle units

Public Works Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	350,812	348,063	342,110	359,028	16,918	4.9%
Services	321,516	575,825	763,863	743,730	(20,133)	-2.6
Supplies	32,692	41,350	42,663	36,200	(6,463)	-15.1%
Capital	115,661	125,500	368,380	435,000	66,620	18.1%
Administrative Allocation	(21,076)	(21,075)	(21,900)	(22,700)	(800)	3.7%
Total General Fund	**799,605**	**1,070,243**	**1,495,116**	**1,551,258**	**56,142**	**3.8%**
HURF	**3,869,742**	**3,928,742**	**7,583,088**	**7,044,571**	**(538,517)**	**-7.1%**
Total All	**4,669,347**	**4,669,347**	**9,078,204**	**8,595,829**	**(482,375)**	**-5.3%**
FTE			**14.0**	**14.0**	**0.0**	



Court

Court
Major Budget Changes

General Fund Increased/Decreased Spending

- Planned retirements vacation/sick payouts $113k

<u>Court Enhancement Fund</u>

- Employee costs – increase $37k
- Professional services – increase $62k

Court Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	962,092	872,256	995,408	1,206,962	211,554	21.3%
Services	108,847	103,200	112,593	120,047	7,454	4.3%
Supplies	11,441	11,900	11,900	12,400	500	4.2%
Total General Fund	**1,082,380**	**987,356**	**1,119,901**	**1,339,409**	**219,508**	**19.6%**
Court Enhancement/ JCEF Fund	**409,314**	**584,852**	**572,665**	**681,278**	**108,613**	**19.0%**
Total All	**1,491,694**	**1,396,670**	**1,692,566**	**2,020,687**	**328,121**	**19.4%**
FTE			**12.0**	**12.0**	**0.0**	



Police

Police
Major Budget Changes

Increased/Decreased Spending

- Professional services – increase $57K
- Photo Radar – decrease $137K
- Software maintenance contract – increase $78k
- Equipment – decrease $508k

New purchases

- Vehicle replacements $500k

Police Budget

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Salary & Benefits	8,783,250	9,053,235	8,831,095	9,169,783	338,688	3.8%
PSPRS payment	2,500,000	0	0	0	0	0.0%
Services	2,392,947	2,800,140	3,002,059	3,067,645	65,586	2.2%
Supplies	628,714	621,500	991,070	440,603	(550,467)	-55.5%
Administrative Allocation	(204,328)	(205,329)	(212,500)	(220,600)	(8,100)	-3.8%
Capital Outlay	335,098	338,500	472,000	500,200	28,200	6.0%
Total	**14,435,682**	**12,609,405**	**13,083,724**	**12,957,631**	**(126,093)**	**-1.0%**
FTE			**52.0**	**52.0**	**0**	

FY2026 Enterprise Funds, Tourism, and Special Revenue Fund expenditures

Special Revenue Funds & Tourism

	FY2025 Actual	FY2025 Budget	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Tourism (General Fund)	2,194,142	2,490,800	2,605,340	2,605,340	0	0.0%
Grants/Substance Prevention	394,651	230,000	230,000	230,000	0	0.0%
Donations	19,423	20,000	25,000	25,000	0	0.0%
Paradise Valley Mountain Preserve Trust	8,173	15,100	46,100	48,500	2,400	5.2%

Enterprise Funds

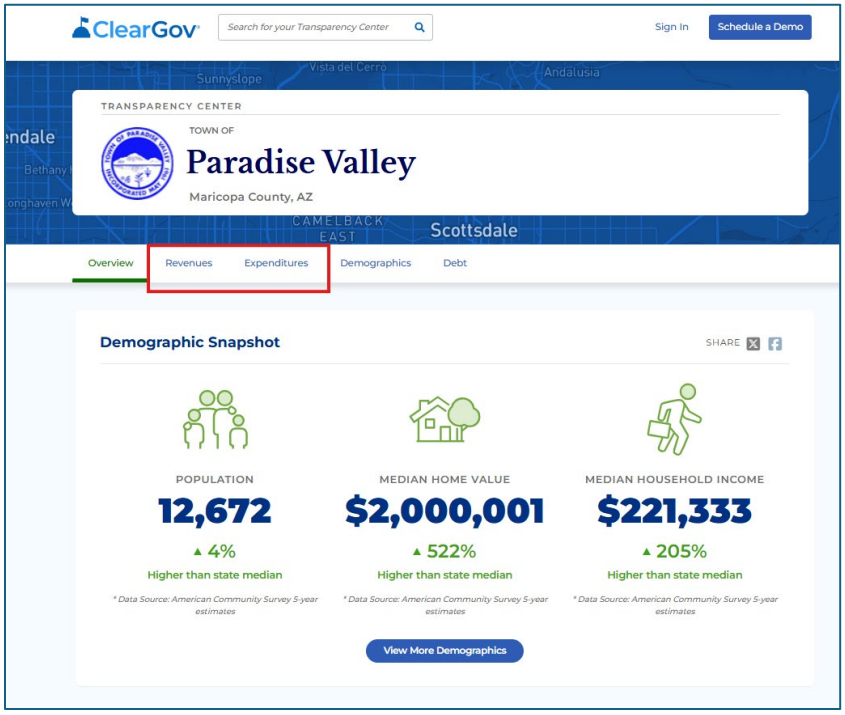
	FY2025 Actual	FY2026 Budget	FY2027 Proposed	$ Change	% Change
Alarm	189,687	196,550	202,150	5,600	2.8%
Fire	4,574,525	4,865,418	5,324,994	459,576	9.4%
Sewer	3,458,008	3,381,620	3,618,410	236,790	7.0%



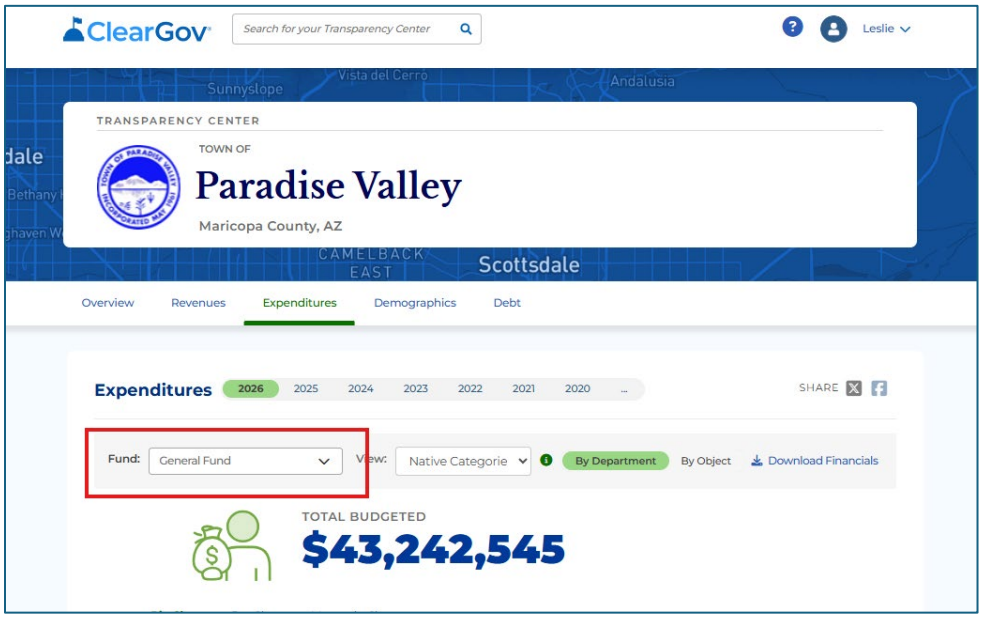
Questions?

Cleargov Budget for Town of Paradise Valley

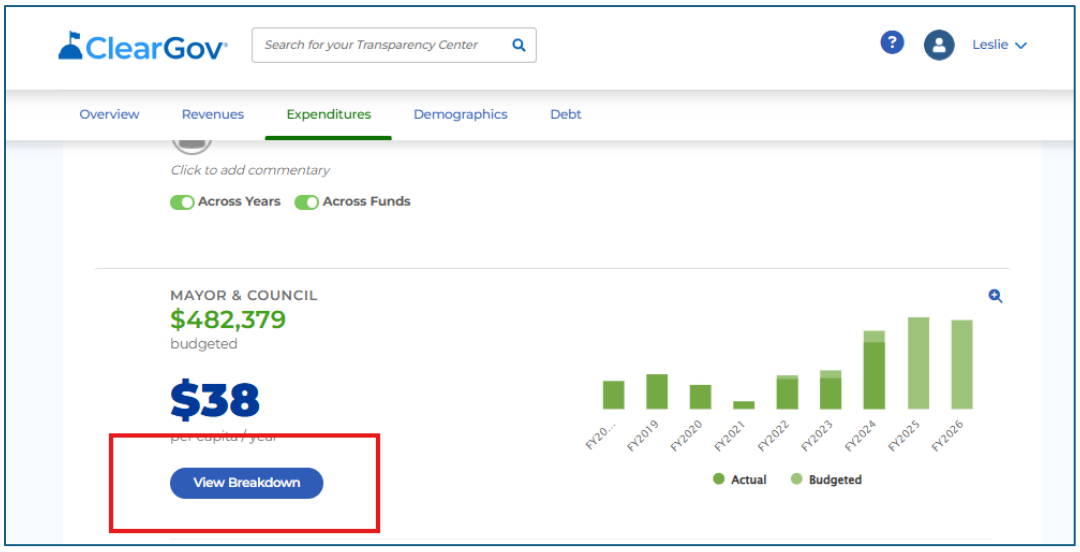
To view line-item detail, choose either revenues or expenditures from the tabs at the top.



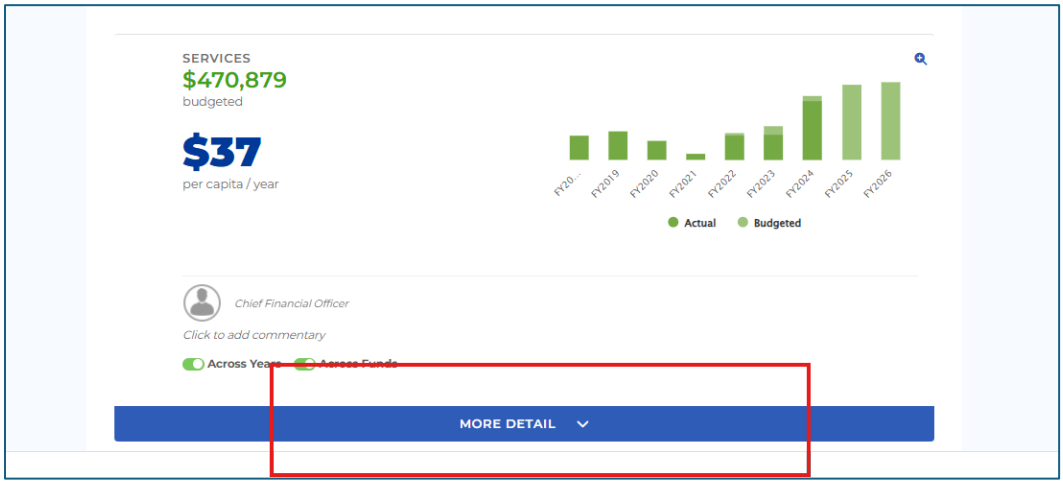
Choose a fund from the dropdown menu.



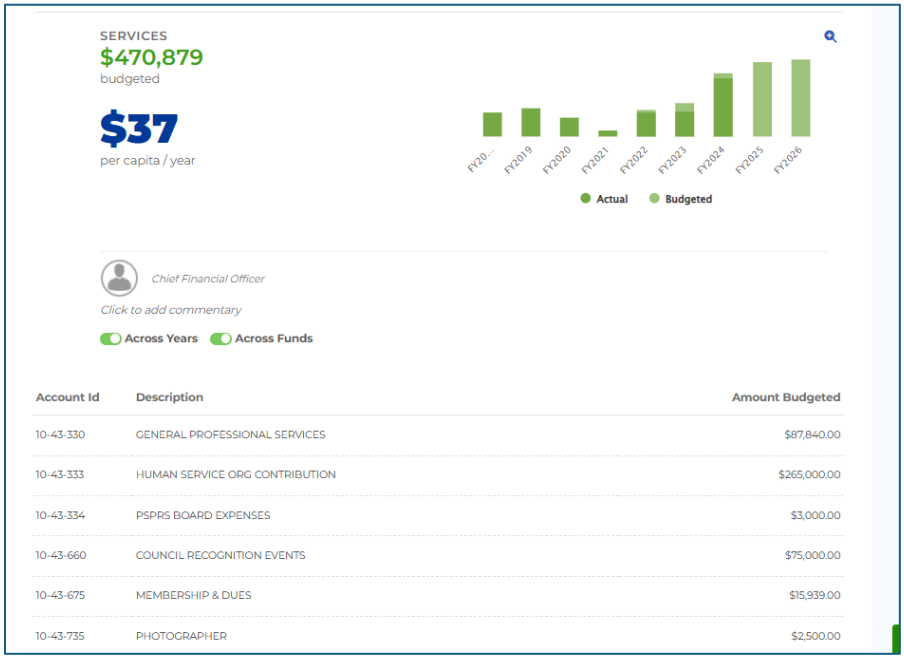
Scroll to the section of interest and click the view breakdown button. If there are multiple divisions in a department, you will have to click the view breakdown button for each division.



Scroll to category of interest and click more detail.



You should see the line- item detail.



Action Report

File #: 26-071

Discussion of Town Manager annual performance review process as authorized by A.R.S. §38-431.03(A)(1).

Action Report

File #: 26-068

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 26-069

TOWN
Of
PARADISE VALLEY

TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, MARCH 12, 2026

1. CALL TO ORDER / ROLL CALL

Mayor Stanton called to order the Town Council Meeting for Thursday, March 12, 2026 at 3:00 PM in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT
Mayor Mark Stanton
Vice Mayor Christine Labelle
Council Member Ellen Andeen-Keller
Council Member Karen Liepmann
Council Member Scott Moore
Council Member Julie Pace
Council Member Anna Thomasson

STAFF MEMBERS PRESENT
Town Manager Andrew B. Ching
Town Attorney Andrew J. McGuire
Commander Joseph DiVenti
Town Clerk Duncan Miller
Community Development Department Director Chad Weaver
Public Works Superintendent Chris Martinez
Town Engineer Shar Johnson
Capital Projects Manager Sam Kayat
Management Analyst Amy Rebenar

2. STUDY SESSION ITEMS

26-064 Discussion of Legislative Update and Summary of Bills Relevant to Paradise Valley

Highground Public Affairs Consultants Chief Operating Officer Doug Cole and Management Analyst Amy Rebenar summarized the status of pending bills in the 2026 legislative session with potential impacts on the Town. They focused on bills related to photo enforcement (SCR1004 ballot measure referral prohibiting photo enforcement unless municipalities with a current photo enforcement contract obtain

approval from the voters in the 2028 election), zoning/housing (SB1473 assisted living homes occupancy), and municipal / county taxation (HB4030 prohibiting counties and municipalities from approving new or increased fees, taxes, surcharges, and utility rates through 2030).

Mr. Cole recommended that the Town Council actively oppose HB4030.

26-065 Discussion of Fiscal Year 2027 Fee Schedule and Five-Year Capital Improvement Program

CFO Leslie DeReche provided an overview of the Fiscal Year 2027 budget and timeline. She highlighted the Fire Service Enterprise Fund which has been operating in a deficit since 2018. The Fund was created and the rates were set in 2013. Since then, expenses have increased 54% but the rates have remained unchanged.

She presented the following options:

- Do nothing. Will need to continue to subsidize Fire Service Fund with General Fund revenues.
- Raise rates to cover costs – one time. A 67% rate increase will be needed to cover current costs and prepare for capital purchases.
- Raise rates over time to desired levels and continue to subsidize until rates are high enough to support the services.
- Absorb the entire cost in the General Fund

The Council directed staff to bring back additional information on the history of the fee, annual expenditures, percent of collection, cost of collection, options to authorize a fee escalator, and budget impact if it were absorbed into the general fund.

Ms. DeReche summarized the FY 2026 budget and proposed FY 2027 budget and expenditure limitation. She noted that because of high interest income revenue, it would not be necessary to issue bonds to finance the capital improvement program. She said the FY 2027 General Fund (departmental budget) is projected to increase by only 1.8%.

The Council requested a financial update on FY 2026 budget to actual for the next meeting.

Town Engineer Shar Johnson and Capital Projects Manager Sam Kayat presented the proposed Capital Improvement Plan (CIP) for FY 2027 – 2031. They defined what constitutes a CIP project, explained the annual process to develop and rank projects, summarized the status of the current year CIP program, provided an overview of the five-year CIP, and detailed the FY 2027 projects.

Mayor Stanton recessed the meeting at 5:55 PM.

DRAFT

3. EXECUTIVE SESSION

26-060 **The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

This item was not considered.

4. BREAK

DRAFT

5. RECONVENE FOR REGULAR MEETING

Mayor Stanton reconvened the meeting at 6:00 PM in the Town Hall Council Chambers.

6. ROLL CALL

COUNCIL MEMBERS PRESENT
Mayor Mark Stanton
Vice Mayor Christine Labelle
Council Member Ellen Andeen-Keller
Council Member Karen Liepmann
Council Member Scott Moore
Council Member Julie Pace
Council Member Anna Thomasson

STAFF MEMBERS PRESENT
Town Manager Andrew B. Ching
Town Attorney Andrew J. McGuire
Town Clerk Duncan Miller
Community Development Director
Commander Joseph DiVenti
Public Works Superintendent Chris Martinez

7. PLEDGE OF ALLEGIANCE

Historical Advisory Committee Chair Catherine Kauffman led the Pledge of Allegiance.

8. PRESENTATIONS

26-063 Discussion and Possible Action to Recognize 5525 E Lincoln Drive Unit 121 as a Historic Property in the Town of Paradise Valley

Historical Advisory Committee Chair Catherine Kauffman presented the Committee's recommendation to recognize the Daggett home located at 5525 E Lincoln Drive Unit 121 as an official historic property in the Town of Paradise Valley.

The Town Council approved the Historical Advisory Committee's recommendation by unanimous consent.

Mayor Stanton read a proclamation recognizing the addition of the home to the Historic Property Program and presented owners with a bronze plaque to mount on the property.

9. CALL TO THE PUBLIC

There were no public comments.

10. CONSENT AGENDA

Mr. Ching summarized the items on the items on the consent agenda.

DRAFT

26-061 Minutes of Town Council Meeting February 26, 2026

A motion was made by Council Member Thomasson, seconded by Vice Mayor Labelle, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Stanton
Vice Mayor Labelle
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

11. PUBLIC HEARING

There were no public hearings.

12. ACTION ITEMS

26-067 Discussion and Possible Action to Approve a Job Order Contract for the McDonald Drive and 45th Street Curb Replacement Projects

Capital Improvement Program Manager Sam Kayat presented a construction contract with M. R. Tanner Construction to replace failing asphalt curbing with MAG Standard concrete curbing on McDonald Drive from 40th Street to 44th Street and on 45th Street from McDonald Drive to Valley Vista Lane at a not to exceed price of $510,221. He stated that the existing asphalt curbs along both corridors are significantly deteriorated, exhibiting cracking, erosion, and general wear. These conditions compromise the integrity of adjacent pavement and may lead to more extensive and costly repairs if not addressed.

Mr. Kayat responded to questions from the Council.
There were no public comments.

A motion was made by Council Member Pace, seconded by Council Member Liepmann, to approve CON-25-031-PBW, Job Order #3 with M R Tanner Construction for construction of the McDonald Drive (40th St. to 44th St.) and 45th Street (McDonald Dr. to Valley Vista Ln) curb replacement projects in the amount not-to-exceed $510,221 and authorize the Town Manager to execute the agreement. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Labelle
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Nay: 1 - Council Member Andeen-Keller

13. FUTURE AGENDA ITEMS

26-062 Consideration of Requests for Future Agenda Items

Town Manager Ching summarized the future agenda schedule.

14. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates on current events.

AT 6:40 PM Mayor Stanton recessed the meeting and the Council reassembled in the Boardroom to continue discussing item 26-065 FY 2027 Capital Improvement Program.

Mayor Stanton reconvened the meeting at 6:50 PM.

2. STUDY SESSION ITEMS CONTINUED

COUNCIL MEMBERS PRESENT
Mayor Mark Stanton
Vice Mayor Christine Labelle
Council Member Ellen Andeen-Keller
Council Member Karen Liepmann
Council Member Scott Moore departed at 7:10 PM
Council Member Julie Pace attended by telephone conference call
Council Member Anna Thomasson

The Council continued discussion of the proposed 2027 CIP Plan. They requested additional clarification regarding how projects were identified and ranked, and, in particular, how the stormwater projects included in the Plan align with the project prioritization in the approved Stormwater Master Plan.

15. ADJOURN

A motion was made at 7:19 PM by Council Member Andeen-Keller, seconded by Council Member Liepmann, to adjourn. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Labelle
Council Member Andeen-Keller
Council Member Liepmann
Council Member Pace
Council Member Thomasson

Not Present: 1 - Council Member Scott Moore

Mayor Stanton adjourned the meeting at 7:19 PM

DRAFT

TOWN OF PARADISE VALLEY

SUBMITTED BY:

_____
Duncan Miller, Town Clerk

STATE OF ARIZONA)
:ss.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, March 12, 2026.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

_____
Duncan Miller, Town Clerk

DRAFT

Action Report

File #: 26-074

AGENDA TITLE:
Discussion and Possible Action to Approve Job Order #4 of CON-25-031-PBW with M.R. Tanner for the Improvement of ADA Sidewalk Ramps on Mockingbird Ln at Meadowlark Ln, Hummingbird Ln, and Cheney Dr.

RECOMMENDATION:
Authorize the Town Manager to execute Job Order #4, of contract number CON-25-031-PBW, between MR Tanner Development and Construction LLC and The Town of Paradise Valley for the purpose of improving sidewalk ramps per The Americans with Disabilities Act (ADA) requirements for road projects, in the amount of $58,817.00

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Isaac Chavira, Public Works Director
Chris Martinez, Public Works Superintendent

DATE: **March 26, 2026**

DEPARTMENT: Public Works
Isaac Chavira, 480-348-3540
Chris Martinez, 480-348-3527

AGENDA TITLE:
Discussion and Possible Action to Approve Job Order #4 of CON-25-031-PBW with M.R. Tanner for the Improvement of ADA Sidewalk Ramps on Mockingbird Ln at Meadowlark Ln, Hummingbird Ln, and Cheney Dr.

RECOMMENDATION:

Authorize the Town Manager to execute Job Order #4, of contract number CON-25-031-PBW, between MR Tanner Development and Construction LLC and The Town of Paradise Valley for the purpose of improving sidewalk ramps per The Americans with Disabilities Act (ADA) requirements for road projects, in the amount of $56,817.00

SUMMARY STATEMENT:

As part of the Town of Paradise Valley's pavement preservation project for Fiscal Year 25-26, sidewalk ramp improvements are required at the intersections of Mockingbird Ln and Cheney Dr, Mockingbird Ln and Hummingbird Ln, and Mockingbird Ln and Meadowlark Ln. A total of 5 existing pedestrian ramps is to be replaced and brought into compliance with the ADA and Maricopa County Association of Governments (MAG) current standards and specifications.

The local government obligations are specified in the Department of Justice/Department of Transportation Joint Technical Assistance1 on the Title II of the Americans with Disabilities Act requirements to provide curb ramps when streets, roads, or highways are altered through resurfacing.

BUDGETARY IMPACT:

These expenditures will be recorded as expenses in the designated general ledger account for recreation path maintenance.

ATTACHMENT(S):

A. Staff Report
B. Contract

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

EXHIBIT B
JOB ORDER NO. 4
MOCKINGBIRD CONCRETE RAMPS

See the following pages

TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

JOB ORDER NO. 4
MOCKINGBIRD CONCRETE RAMPS

This Job Order No. 4 (this "**Job Order**") is entered into on this ____ day of _____, 2026 (the "**Effective Date**"), by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, Inc., an Arizona corporation authorized to do business in Arizona (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckeye Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The JOC shall furnish all labor, materials, and equipment, as more fully set forth in the Mockingbird Concrete Ramps Proposal, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within 45 calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the JOC fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the JOC agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the JOC shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The JOC shall complete the Work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed **$56,817**.

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the JOC certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the JOC certifies that it does not, and will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

_____
Andrew Ching, Town Manager

M.R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.,
an Arizona corporation:

By: _____
Name: Chad Montoya
Title: Vice President

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney

ATTACHMENT 1
TO
JOB ORDER NO. 4

PROPOSAL
MOCKINGBIRD CONCRETE RAMPS

See the following page.

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CHANGE ORDER

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 3/9/2026

To Town of Paradise Valley

Attention Chris Martinez

Job Name Town of Paradise Valley
Location
Plans Dated
Architect- Engineer
Soil Engineer
Report Date

MRTCO # 1
JOB # 442-10

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOCKINGBIRD & HUMMINGBIRD (NWC & SWC)				
	Saw Cut, Remove & Replace Existing Curb & Gutter	91.00	LF	55.00	$ 5,005.00
	Saw Cut & Remove Existing Sidewalk & Ramp	592.00	SF	2.50	$ 1,480.00
	Install New Handicap Ramp W/ Terracotta Truncated Domes	592.00	SF	15.00	$ 8,880.00
	2' Asphalt Patch	190.00	SF	18.00	$ 3,420.00
	Traffic Control	2.00	DAY	1,750.00	$ 3,500.00
	MOCKINGBIRD & MEADOWLARK (NWC)				
	Saw Cut, Remove & Replace Existing Curb & Gutter	36.00	LF	$ 55.00	$ 1,980.00
	Saw Cut & Remove Existing Sidewalk & Ramp	198.00	SF	$ 2.50	$ 495.00
	Install New Handicap Ramp W/ Terracotta Truncated Domes	198.00	SF	$ 15.00	$ 2,970.00
	Saw Cut, Remove & Replace Existing Apron	155.00	SF	$ 15.00	$ 2,325.00
	2' Asphalt Patch	106.00	SF	$ 18.00	$ 1,908.00
	Traffic Control	1.00	DAY	$ 1,750.00	$ 1,750.00
	MOCKINGBIRD & CHENEY (NWC & SWC)				
	Saw Cut, Remove & Replace Existing Curb & Gutter	95.00	LF	$ 55.00	$ 5,225.00
	Saw Cut & Remove Existing Sidewalk & Ramp	618.00	SF	$ 2.50	$ 1,545.00
	Install New Handicap Ramp W/ Terracotta Truncated Domes	618.00	SF	$ 15.00	$ 9,270.00
	2' Asphalt Patch	198.00	SF	$ 18.00	$ 3,564.00
	Traffic Control	2.00	DAY	1,750.00	$ 3,500.00
	PROJECT SUBTOTAL				**$ 56,817.00**
	SALES TAX				**INCLUDED**
	TOTAL				**$ 56,817.00**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

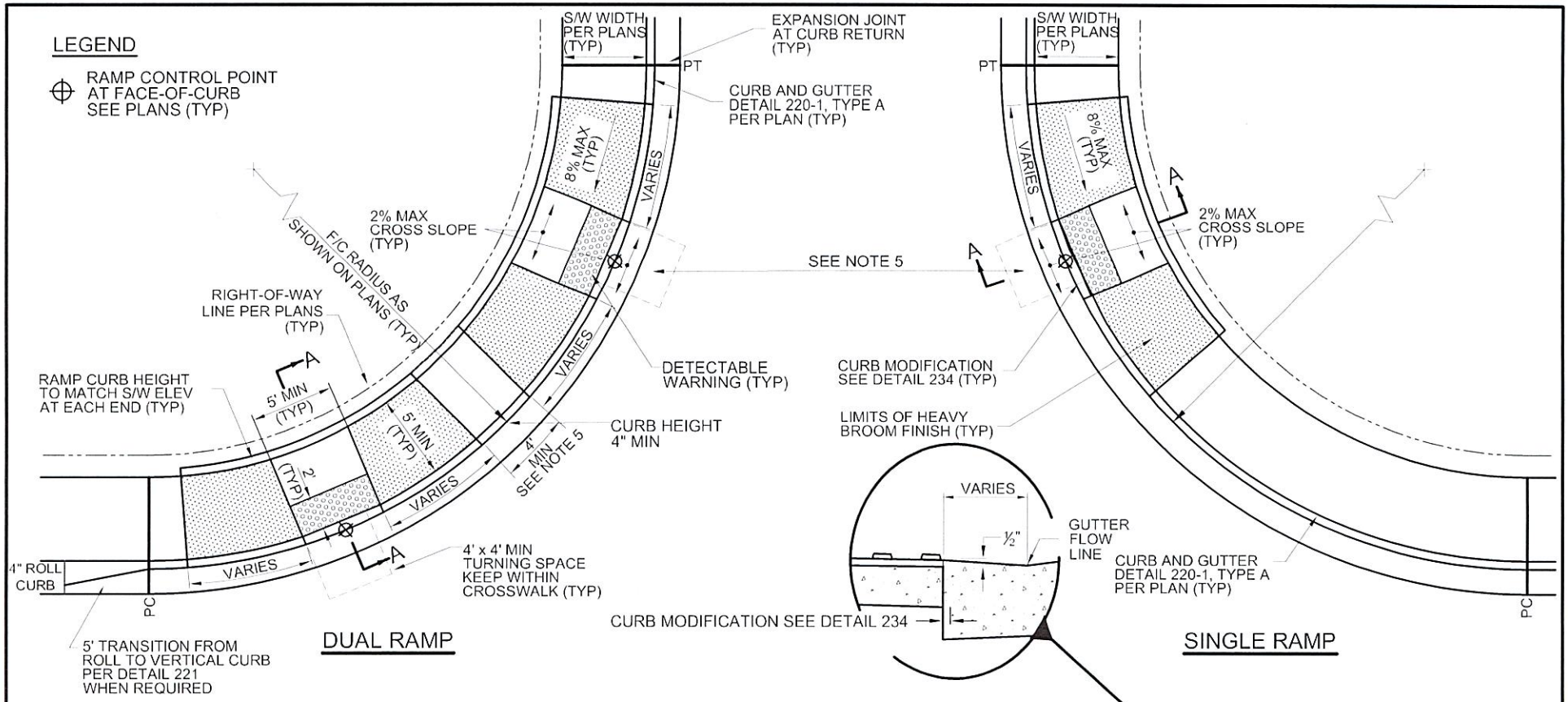
Firm Name: _____

Accepted by: _____
Title: _____
Date: _____

ATTACHMENT 2
TO
JOB ORDER NO. 4

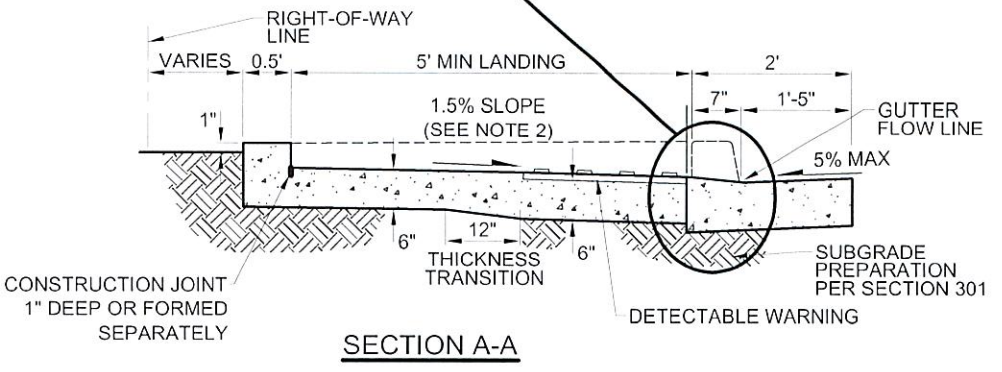
PLANS AND SPECIFICATIONS

See the following pages



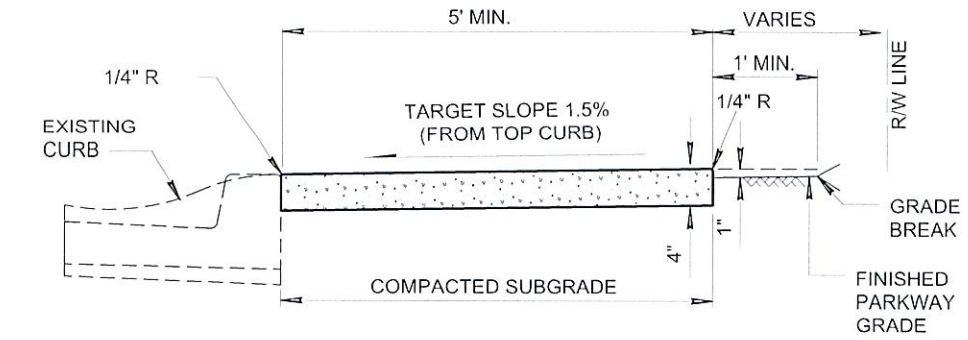
NOTES:

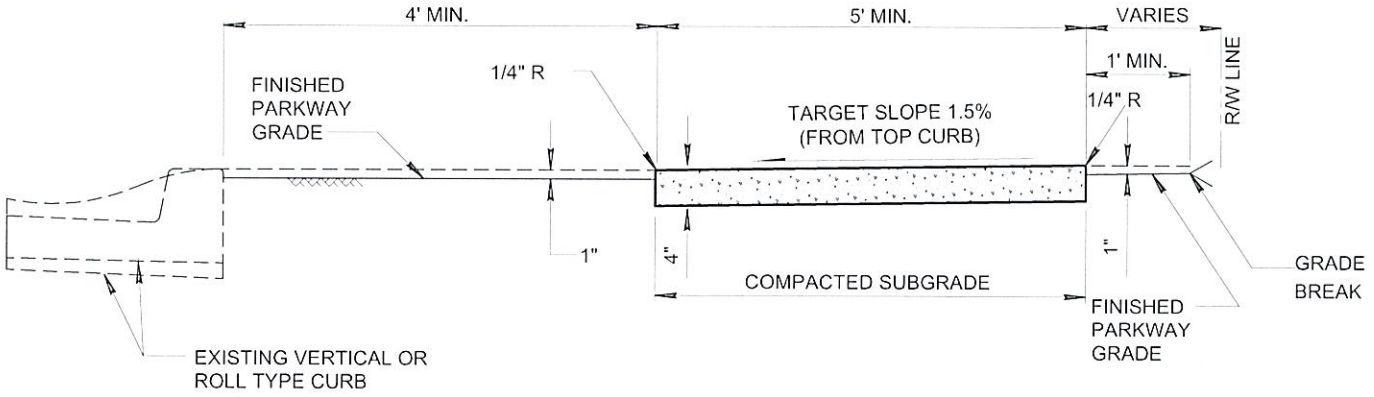
1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1 .5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
7. TYPICALLY USED FOR RETROFITS. REQUIRES AGENCY APPROVAL PRIOR TO USE.



SECTION A-A

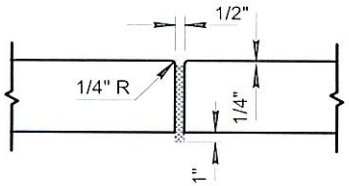
DETAIL NO.				REVISED	DETAIL NO.
236-5	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	25' - 35' R - RADIAL PARALLEL CURB RAMP	01-01-2018	236-5



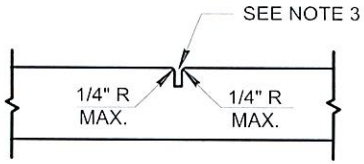


NOTES:

1. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECTION 340.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, PER SECTION 729.
3. LARGE AGGREGATE, IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINTS SHALL CONFORM TO SECTION 340, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'.
5. CONCRETE SHALL BE CLASS 'B' PER SECTION 725.
6. WHEN SIDEWALK AND ADJACENT CURB ARE CONSTRUCTED MONOLITHICALLY, ALL EXPANSION AND CONTRACTION JOINTS SHALL EXTEND ACROSS THE CURB.
7. SLOPE TOLERANCE 0.5% TO 2.0%. SIDEWALK NOT IN TOLERANCE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR.



EXPANSION JOINT



CONTRACTION JOINT

DETAIL NO.			REVISED	DETAIL NO.
230	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	SIDEWALKS	01-01-2023	230

ATTACHMENT 3
TO
JOB ORDER NO. 4

PAYMENT AND PERFORMANCE BONDS

See the following pages.

Action Report

File #: 26-075

AGENDA TITLE:
Discussion and Possible Action to Approve the Third Amendment to the Linking Agreement with The HVAC Company for Replacement of Equipment at the Fire Stations

RECOMMENDATION:
Authorize the Town Manager to execute the Third Amendment to the Linking Agreement (CON-25-035-PBW-A3) with The HVAC Company for replacement of HVAC equipment at Fire Stations 91 and 92, increasing the contract amount by $60,000 in Fiscal Year 2026.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Isaac Chavira, Public Works Director
Robert Deserano, Public Works Superintendent

DATE: **March 26, 2026**

DEPARTMENT: Public Works
Isaac Chavira, 480-348-3540
Robert Deserano 480-348-3589

AGENDA TITLE:
Discussion and Possible Action to Approve the Third Amendment to the Linking Agreement with The HVAC Company for Replacement of Equipment at the Fire Stations

RECOMMENDATION:
Authorize the Town Manager to execute the Third Amendment to the Linking Agreement (CON-25-035-PBW-A3) with The HVAC Company for replacement of HVAC equipment at Fire Stations 91 and 92, increasing the contract amount by $60,000 in Fiscal Year 2026.

SUMMARY STATEMENT:
The HVAC equipment at Fire Stations 91 and 92 are at end of life and must be replaced.

BUDGETARY IMPACT:
There are funds budgeted in FY25/26, in the amount of $60,000.00 to extend the contract. Approval of this amendment would increase the total compensation paid to this vendor to $245,899.06.

ATTACHMENT(S):
A. Staff Report
B. Contract and amendments

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on August 27, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and B2B Direct Sales, Inc dba The HVAC Company, an Arizona corporation authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at: 3120 W. Carefree Hwy, Ste 1817, Phoenix, AZ 85086. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On May 13, 2022, after a competitive procurement process, the City of Tempe entered into the Trade Services Contract No. T-22-001-29, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as HVAC preventative maintenance and more particularly identified in the 2025 PM Service Agreement & Mechanical Inspection Proposal the ("**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the City of Tempe in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between this Agreement, Exhibit C, the Base Agreement, and Exhibit B, the documents shall take precedence in that order.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $2,820.00 annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 13, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

B2B DIRECT SALES INC.
an Arizona corporation:

By: _____

Name: _____

Title: Nicole Hoover

Nicole Hoover

Commercial Account Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT A
BASE AGREEMENT

(See attached: Trade Services Contract No. T22-001-29, January 13, 2022)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Tempe®
Making waves in the desert

REQUEST FOR PROPOSAL

RFP# 22-001
TRADE SERVICES

RFP ISSUE DATE:
AUGUST 18, 2021

DEADLINE FOR INQUIRIES/QUESTIONS:
SEPTEMBER 8, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
SEPTEMBER 29, 2021, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
ERIC KRAENZLE, C.P.M.
EMAIL: eric_kraenzle@tempe.gov
PHONE: 480-350-8548

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address: **Bids@tempe.gov**

No hard copy proposals will be accepted at this time.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Table of Contents

General Instructions 3
Standard Terms and Conditions 8
Special Terms & Conditions and Instructions 17
Scope of Work 23
Specifications 26
Pricing & Specifications 28
Proposal Questionnaire 64
Evaluation Criteria 66
Vendor's Offer 67
Anti-Discrimination Policy 68
Supplier Sustainability Questionnaire 70
Checklist for Submittal 72

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

   H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.

   I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.

6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.

8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.

10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

    It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

    "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

    If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date .

18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.

20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero ($0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at **salestax@tempe.gov**

21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.

22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.

27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq*., all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

    A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

    B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

    C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

   E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

i) 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.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

    A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

    B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

    City of Tempe Procurement Office
    Attn: Procurement Officer
    20 E. 6th Street (Second Floor)
    PO Box 5002
    Tempe, Arizona 85280

    [Contractor's Name]
    [Attn of Offeror Named in Contract]
    [Address]

    Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. 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/or services used to fulfill the Contract.

28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

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

32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of three (3) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

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

G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

10. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

11. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.

12. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

    If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.

13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

14. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.

15. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

16. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.

17. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

    (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.

2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.

3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

(a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.

(b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.

2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.

3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

18. **Manual Traffic Directors:** If your department is in need of manual traffic directors, it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using a uniformed police officer, preferably one who is off-duty and has been scheduled to accompany your work. Some examples where manual traffic directors will be required are as follows:

(a) To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.

(b) To direct traffic during a water main break, a hazardous waste spill, or any other emergency.

(c) May be used in place of police officers that are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

19. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

    Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

    Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the City payment made to the Contractor.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish three-year contracts with three one-year renewal options for 'Trade Services' as required for routine repair, maintenance and minor upgrading of City facilities, or to properties as requested by the City. The scope of resulting contracts does not cover 'construction' as defined by City Procurement Code –§ 26A-1.

> *Construction* means the process of building, altering, repairing, improving or demolishing any public structure of building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property. Procurement responsibility for construction and related architectural and engineering services are delegated to the director directing the activities of the public works department and set apart from the procurement of goods and services.

The services requested in this Request for Proposal will be used, when necessary, to supplement the City's work force or to perform work for which the City does not have appropriate personnel. These services are performed on a daily basis and usage of the contracts is expected to be frequent – projected spending for resulting contracts are expected to approach $5,000,000 annually.

The City of Tempe intends to award approximately three contractors for each Trade Services group. The City reserves the right to award a single contractor or multiple contractors in any group.

All work is expected to meet or exceed industry standards.

Job Quote

The City will require a detailed quote from vendors when a job is requested. This quote shall include all labor hours, cost of materials (included any markups) and estimated time for completion of work - the cost for labor and markup for materials shall not exceed those quoted in this RFP. The utilizing department will evaluate the quotes obtained from awarded vendors within the applicable Trade Services group and award to the firm presenting the lowest cost that is in compliance with job specifications and specified completion time.

Billing

All billed services shall not exceed rates established by this offer and resulting contract. Hourly rates submitted in your bid shall be inclusive. Quoted pricing must contain all costs including, but not limited to, standard equipment and tools generally associated with the trade group, handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

All billing invoices must show, at a minimum:

- Breakdown of labor hours by trade and rate (calculated for regular, OT, etc.) – rates cannot exceed bid pricing
- A brief description of job
- Substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP)
- Backup for cost of materials – markup cannot exceed bid quoted percentage

Expenses for permits and inspections required by the City shall be billed at actual cost.

Any required parts and materials shall be billed at Contractor's cost plus the markup included in the bid. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional markup shall be billed.

Provide a copy of a billing invoice with your submittal – the committee will review to ensure compliance with inclusion of required information.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

Licensing
All contractors must have the appropriate Arizona Contractor's Licenses for each Trade Group for which they submit an offer.

License must be active and current by the due date of this Request for Proposal.

A copy of each license must be submitted with response.

Permits

Contractor must secure all permits required by the City prior to the commencement of work.

Background Investigations

Prior to work at some facility, Contractor's employees may be required to pass a background investigation – including fingerprinting, state and federal criminal records checks potentially including, driver's license record, current warrants check, current/past credit history check from all three credit national bureaus, and substance abuse screening.

Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Register of Contractors. Incomplete and unprofessional work will not be paid for until all deficiencies are corrected, inspected and approved by the City. If a contractor does not comply and correct all deficiencies according to Industry Standards, they will not receive any future work under this contract.

Warranty

The City prefers that all workmanship be warranted for a minimum of two-years.

Codes

All trades must comply with current applicable codes.

All applicable OSHA regulations must be followed.

All plumbing shall be in accordance to the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code.

All electrical shall be in accordance to the National Electrical Code of the National Fire Protection Association.

Storage

When necessary, the contractor(s) must provide storage facilities for all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department.

Materials furnished by the City

The City may choose to supply needed materials, in part or in total, to reduce costs.

Materials furnished by the City of Tempe will be delivered, or made available, to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

Subcontractors

If the contractor intends to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contract person, telephone number and project function.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

The contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City of Tempe.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

Contractor's Responsibility for Work

The contractor(s) shall take every reasonable precaution necessary to properly guard and protect all finished or partially finished work against damage or injury from the elements or any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

Methods and Equipment

The contractor(s) shall at all times, employ sufficient labor and equipment for completing the classes of work requested in the RFP to full completion in the manner and time required by the specifications.

All assigned workers shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment/tools required to perform all work properly and satisfactory.

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Tempe ordering department, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Tempe, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Tempe. The contractor(s), or sub-contractor(s), shall hold the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

Electrical Work

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program, or any required employee training records or certificates.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install		
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Trade Services - Group Pricing

Group 1 – Asphalt Patch and Repairs (small jobs only)

This group is for routine repairs and maintenance of asphalt surfaces.

Return this Section with your Response only if you are offering these services

Service Offered	Minimum size of repair you will perform

Pricing – Asphalt Repairs (small jobs only)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 2 – Bird Control

Return this Section with your Response only if you are offering these services

For this category the City is seeking contractors to provide bird control netting and spikes to the exterior portions of buildings or structures.

Pricing – Bird Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts (netting, etc) Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Bird netting per square foot	$	
Bird spikes per linear foot	$	
	$	
	$	
	$	
	$	

Pricing & Specifications

Group 3 – Building Envelope Sealing

Return this Section with your Response only if you are offering these services

Pricing – Building Envelope Sealing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Firms shall indicate the type of building envelope sealing serivces they can provide

Describe sealing services offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 4 – Concrete: Repair, Sealing and Polishing

Return this Section with your Response only if you are offering these services

Coating, sealing, waterproofing, crack repair, expansion joint repair & grinding.

Pricing – Concrete Repair, Sealing, Polishing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 5 – Doors and Gates: Repairs, Maintenance, New; Access controls

Return this Section with your Response only if you are offering these services

Installation, repair, and maintenance of all types of doors, automatic or security access doors, gates and overhead doors.

Section	Submitting for this Section (yes/no)
Install Doors	
Automatic doors – install and repair	
Automatic gates – install and repair	
Low energy ADA doors	
Overhead doors – install, repairs and routine maintenance	

Pricing – Doors & Gates					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 6 – Electrical – General

Return this Section with your Response only if you are offering these services

Maintain/repair/replace/install electrical wiring, switches, receptacles, fixtures, motors, panel boards, branch circuit breakers/main disconnects & other power control devices, etc., in 110v, 120v, 208v, 220v, 240v, 480v, 2 and 3 phase work as needed. Diagnosis/correct electrical overloads or other unsafe conditions. Test circuits for continuity and proper load balance. Other maintenance/repairs/replacements/installations of equipment of a general nature.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical - General					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 7 – Electrical – Emergency Power

Return this Section with your Response only if you are offering these services

Provide power for onsite emergency situations, power outages, emergency power and connection services. May be portable lighting, back up lighting, generators, etc.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical – Emergency Power					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Equipment Discounts Offered for Lighting assemblies		
	Manufacturer	Discount Offered
		%
		%
		%

Equipment Discounts Offered for Generators		
	Manufacturer	Discount Offered
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 8 - Electrical - High Voltage

Return this Section with your Response only if you are offering these services

Awarded contractor must be able to support extensive communication structures. Contractor shall be able to bend large pipe, install large conductors with A/C and D/C voltages exceeding 480 volts.

Must be fully capable of working in right of way and have traffic control and barricade plan.

Pricing – Electrical (High Voltage)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 9 – Fencing (wooden, new, repair, temporary)

Return this Section with your Response only if you are offering these services

Installation, repair of permanent / temporary fencing needs.
(see Group #19 for Masonry Repairs and Maintenance for block wall)

Pricing – Fencing (wooden, new, repair, temporary)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 10 – Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation / cleaning*. (specifically state which types of flooring you are bidding)

Return this Section with your Response only if you are offering these services

Installs ceramic tile, terrazzo and/or marble using construction industry standards for various applications, i.e. thin set adhesives, cement grout beds, epoxy setting methods, etc. Examine specifications and drawings to determine dimensions of structures, lay out functional components using measuring instruments such as tapes, levels, squares, etc.

Pricing – Tile, Terrazzo and Marble Repairs – including Re-grouting, Wooden floors (including gym) (new/refinish/repair); Carpet, new installation/cleaning (see flooring selection options below)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Types Of Flooring		
	Flooring, new, repair, refinish	Submitting for this type of flooring
	Tile, Marble	
	Terrazzo	
	Wooden	
	Carpet	
	Gym Flooring	

*This cleaning is not intended for daily, weekly custodial cleaning. This is cleaning of job site after new installation, repair, refinish and maintenance of flooring.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 11 – General Carpentry & Repair Work (non-construction)

Return this Section with your Response only if you are offering these services

Removal and replacement of wood and metal doors; removal, replacement, or repair of indoor and outdoor trim and moldings; rough carpentry/framing of partitions with wood/metal studs; detail and finish work; decks and railings, etc. Small office renovations and other building repairs of a general nature. Installation and repair of acoustical ceiling tiles and wall panels.

Pricing – General Carpentry & Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 12 - Glazier

Return this Section with your Response only if you are offering these services

Installation of glass doors, windows and store fronts. Marks outline or pattern on glass and cuts glass using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood or metal sash with glazier's points and spreads smooth putty or sealant around edge of panes to seal joint. Installs mirrors or structural glass on building fronts, wall ceilings or tales using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks or other prefabricated glasses doors or windows. Sets glass doors into frame and fits hinges. May press plastic adhesive film to glass with tinting solution to prevent light glare. May install stained glass, shower panels or doors.

Pricing – Glazier					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 13 – Hauling and Backhoe (skid steer) Services

Return this Section with your Response only if you are offering these services

All hourly rates must include equipment, operator, mileage, mobilization fees, etc.

Jobs under this group are expected to be smaller jobs. For example, movement of sand from one location to another.

Pricing – Hauling and Backhoe (skid steer) Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Specified Services		
Service	Cost	Unit
Backhoe		Hour
Skid Steer		Hour
Mini Excavator		Hour
Screener		Hour
Dump Truck – 0 to 5 CY		Hour
Dump Truck – 6 to 10 CY		Hour
Dump Truck – Over 10 CY		Hour

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 14 – Herbicides and Weed Control

Return this Section with your Response only if you are offering these services

Application of herbicides, to control weed growth, on rights-of-way and/or storm drainage easements. Must apply herbicide per manufacturer's specifications. All herbicide applications shall be inspected by a City representative to determine successfulness of the application. All herbicide applications shall be visually identifiable via spray indicator dye. Contractor shall use a State of Arizona Commercial Licensed Herbicide Applicator. ***A copy of the license must be included with response.*** Contractor shall have on staff a State of Arizona – Registrar of Contractors Qualifying Party. ***A copy of QP license must be submitted with response***

Vegetation Management services shall include clearing and grubbing unwanted vegetation, brush mowing, and stump grinding in City rights-of-way or storm drainage easements. Locations include improved and unimproved rights-of-way, alleys, vacant lots, drainage easements, retentions basins, City streets, City facilities, and various associated areas throughout the City.

Contractor shall provide all equipment, materials, supplies, and personnel necessary to provide landscape maintenance and weed control services. Contractor shall be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. Contractor shall follow all City of Tempe, County, State, Federal, and OSHA rules and regulations pertaining to work being performed.

Pricing – Herbicides and Weed Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Herbicide Product Costs		
	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 16 – Job Site Cleanup

Return this Section with your Response only if you are offering these services

This specialty is specific to cleaning services related to unusual situations and is intended to be used only when unusual circumstances exist, general clean up might include clean-up of an area after construction type work, etc.

It is expected that all materials typically utilized in these service categories be included in the hourly cost submitted.

Pricing – Job Site Cleanup					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 17 – Landscape, Irrigation and Drip System Maintenance and Repairs

Return this Section with your Response only if you are offering these services

Pricing – Landscape, Irrigation and Drip System Maintenance and repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 18 – Lighting Installation

Return this Section with your Response only if you are offering these services

Installation of City provided lighting fixtures. Pricing is to include labor and, if required, bucket truck.

This work will primarily be for the replacement of street-light assemblies. This category may also provide for the installation of interior building lighting fixtures. The City will provide the lighting fixtures.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Light Installation					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime, weekends, holidays, etc	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 19 – Masonry - Repairs and Maintenance (including Block Wall)

Return this Section with your Response only if you are offering these services

Repair and finishing of all vertical block, bricks, stucco work used in buildings. Includes block fencing that borders alleys. Includes pavers. Includes painting, mortar and texturing.

Pricing – Masonry- Repairs and Maintenance (including Block Wall)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 20 – Metal/Plastic Fabrication Services

Return this Section with your Response only if you are offering these services

Fabrication may be based on drawings, duplication of a provide assembly, or from on-site measurements made by submitting firm.

Category	Submitting For this Category	Description of Services Offered
Metal Fabrication		
Plastic Fabrication		

Pricing – Metal/Plastic Fabrication Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 21 – Painting, Coatings, Wall covering & Repair

Return this Section with your Response only if you are offering these services

Patching, priming and painting of interior and exterior walls/trims/and metalwork, etc. Removal of old paint, rust removal via sanding, wire-brushing, etc. Repair/replacement of vinyl cove base. Wall preparation for wallcovering. Removal of existing wallcovering. Patch & size wall, if necessary. Install new wallcovering.

Pricing – Painting/Wallcovering & Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 22 - Plumbing

Return this Section with your Response only if you are offering these services

Installation, alteration and repair of all piping, fixtures and appliances related to water supply, venting and sanitary drainage systems. Repair plumbing leaks in toilets, sinks, and piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, etc.

Sewer and drain clean out, grease trap pumping and maintenance, interceptor pumping, septic tank pumping sewer line maintenance, lift station clean out, toilet and urinal cleanout and repair, root treatment, line jetting,

Pricing – Plumbing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime/Weekends	$	$	$	$	$
Holidays	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 23 – Pressure Washing - Exterior

Return this Section with your Response only if you are offering these services

Pressure washing may include street, sidewalk, exterior building facades, garbage enclosures, etc.

Pricing – Pressure Washing - Exterior					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekend Hours	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 24 – Restoration / Rehabilitation of Historic Buildings or Structures

Return this Section with your Response only if you are offering these services

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Pricing – Restoration / Rehabilitation of Historic Buildings or Structures					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 25 – Rodent Control (mice, roof rats, sewer rats)

Return this Section with your Response only if you are offering these services

Pricing – Rodent Control (mice, roof rats, sewer rats)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekends/Overtime	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Pricing & Specifications

Group 26 – Roofing Repair Work

Return this Section with your Response only if you are offering these services

Repair and finishing of tiles, composition, rolled, built-up and membrane systems. To include underlayment and support repairs. Maximum response time of 24 hours required.

Additionally, pricing is being requested for analysis of roofing problems to determine cause of leak and extend of repairs.

Pricing – Roofing Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime Rate	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Roofing Analysis	**Cost**	**Unit**
Thermal Testing	$	
Testing for Leaks	$	
Other available services for analysis		
	$	
	$	
	$	
	$	
	$	
	$	

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 27 – Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)

Return this Section with your Response only if you are offering these services

Repairs include small engine items like weed eater, chainsaws, lawnmowers, leaf blowers (electrical and gas)

Pricing – Small Engine / Tool Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair

Return this Section with your Response only if you are offering these services

The City of Tempe, coupled with The City of Mesa are seeking contractors to inspect, maintain, and repair existing City-owned solar panel systems.

City of Tempe Systems

- **Fire Station 7 – 8607 S. McClintock - Date installed: 12/1/2019**
  - Solar carport, behind fire station; fixed mount
  - 21.46 kW DC
  - Panels are Solarworld SWA 295; 233.6 Watt modules (48)
  - Inverter is Fronius Symo
- **East Valley Bus & Operations Maintenance Facility (EVBOM) – 2050 W Rio Salado Parkway – Date installed: 2/1/2013**
  - Solar structure/roof above EVBOM guard shack
  - 13 kW DC
  - Kyocera 245W panels
  - Inverter type unknown
- **Tempe Beach Park – 80 W. Rio Salado Parkway - Date installed: 4/1/2011**
  - Solar structure/ ramada over picnic area, next to baseball field
  - 10kW DC
  - Microinverters are attached to solar panels; solar panels & microinverter types unknown
  - system is currently not working

City of Mesa Systems

- **7808 E. Brown Rd. Date installed: 6/14/2011**
  - Solfocus was originally designed as a site to test cutting-edge photovoltaic technologies. There are six tracking arrays and four static arrays outfitted with Solfocus 850 W/m2 DNI, 20°C Ambient, on-sun panels that total **60 kW**. The arrays are ground-mounted in a field adjacent to Red Mountain Softball Complex.
- **Fire Station 219 – 3361 S. Signal Butte Rd. Date installed: 5/30/2012**
  - Fire Station 219's roof-mounted array is the smallest in the City - **5 kW**. The system is currently not producing kWh and will require repair and ongoing maintenance.
- **Fire Station 220 – 32 S. 58th St. Date installed: 10/1/2012**
  - Fire Station 220's has a roof-mounted **20 kW** array and has been the City's most reliable system since its installation in 2013. The system currently only requires preventative maintenance.
- **Household Hazardous Materials Facility – 2412 N. Center St. Date installed: 9/1/2018**
  - The Household Hazardous Materials Facility is roof-mounted **18.2 kW** array and is the City's most recent installation. The system currently only requires preventative maintenance.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 28 – **Solar Panel Systems - Inspection, Maintenance and Repair *(continued)***

Return this Section with your Response only if you are offering these services

Pricing – Labor hour – Solar Panel Systems - Inspection / Maintenance and Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure to include inspection of solar system if capable of pricing on flat rate per system.	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Please State the Recommended Inspection Frequency (monthly, quarterly, semi-annually, etc)	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 29 – Storage / Temporary Storage Units

Return this Section with your Response only if you are offering these services

Temporary storage units delivered to City property. All temporary storage units must have ability to be locked and secured. Some leveling of the unit may be required as needed.

Offsite commercial storage facilities may be considered.

Pricing – Labor Rate (pick up – delivery) temporary units					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Sizes and Cost of delivered temporary storage unit				
Indicate size (L x W x H)	Daily Cost	Weekly Cost	Monthly Cost	Purchase Cost
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

Sizes and Cost of offsite commercial storage unit		
Indicate size (L x W x H)	Monthly Cost	Location
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 30 – Water Remediation and Repairs

Return this Section with your Response only if you are offering these services

This group provides for clean-up from water damage. Some of the requested services are to include:

24-hour emergency response
Water extraction
Water dehumidification
Deodorization
Removal of debris

Pricing – Water Remediation and Repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekend/Overtime	$	$	$	$	$
Holidays	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Mobilization	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 31 – Welding & Fabricating

Return this Section with your Response only if you are offering these services

The performance of welding techniques by the use of processes common to the industry, including general on-site job layout, cutting, and assembly.

Pricing – Welding & Fabricating					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 32 – Window Cleaning Services

Return this Section with your Response only if you are offering these services

Interior and exterior window cleaning services. Will include multi story buildings.

Pricing – Window Cleaning Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 33 – Window Tinting (Exterior / Interior) and Exterior Window Coverings

Return this Section with your Response only if you are offering these services

Installation, repair and supply of all light/heat control tinting and coverings.
The City goals are:

- Filter, diffuse or block light
- Reduce solar heat gain
- Reduce glare
- Filter or block UV rays (specify what percent of blockage)
- Block solar energy
- Increase energy efficiency

Pricing – Window Tinting (Exterior / Interior) and Exterior Window Coverings					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 34 – Window Treatments (Interior) Covering and Room Dividers, Blinds

Return this Section with your Response only if you are offering these services

Installation, repair and supply of interior window treatments and dividers.

This category may include interior window tinting, blinds, drapes, etc.

Pricing – Window Treatments (Interior) Covering and Room Dividers, Blinds					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer products and available discount – list all manufacturers even if no discount is offered.

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

"Return this Section with your Response"

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Loredo-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Vacant	General AP Inquiries and AP Checks

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	**Some suppliers provided more pricing on services and additional categories than what we asked for – what do we put on contract? Evaluation committee discussion** Provide contact information below
4	Can you provide services to the City 24-hour per day?	**Noted on spreadsheet**
a	If so, provide your 24-hour phone number.	
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	Do we want an office admin to call and validate these licenses (are they in good standing, not just active?)
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	Charlie – we need someone from the City that knows historic buildings to participate on this category
7	Do you intend to utilize sub-contractors?	**Noted on spreadsheet**
a	If yes, provide name and contract information to right	
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	
a	What warranty will you provide?	
9	Do you agree to the Terms and Conditions of this RFP?	**Noted on spreadsheet**
a	If No, explain to right	
10	List three (3) governmental or corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed	Provide Reference Information Below
11	Describe the experience your firm has in providing the trade service groups being offered.	
12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Proposal Questionnaire

"Return this Section with your Response"

13	Discuss your methodology in maintaining a safe work environment.	
14	Describe your quality control process.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	**Weight**	**X**	**Rating**	**=**	**Points**
1.	Cost (labor, Parts, Discounts, Other)	30	X	_____	=	_____
2.	Firm (Qualifications, Experience, Licensing, References, etc.)	35	X	_____	=	_____
3.	General (Warranty offered, satisfactory billing statement, E-Mod factors)	25	X	_____	=	_____
4.	Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions)	10	X	_____	=	_____
				Total	**=**	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	9 - 10
Good	6 - 8
Average	3 - 5
Poor	1 - 2
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?	Yes	☐	No	☐
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	☐	No	☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offer | Date

_____ _____

Print or Type Name of Authorized Individual | Title of Authorized Individual

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Anti-Discrimination Policy

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:
https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Specification – List of Trade Services Groups and ROC Numbers	
5.	Copies of ROC's	
6.	Pricing and Specifications Section	
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	
9.	Signed Addenda (if applicable)	
10.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://ww2.tempe.gov/bids/

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	September 8, 2021
This addendum will modify and/or clarify:	Solicitation No.:	RFP 22-001
and is	Addendum No.:	#1
	Procurement Description:	Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment A – Existing Solar Systems & Locations



Existing PV Systems.xlsx

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment B – Individual System Information
Condition Assessments

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.

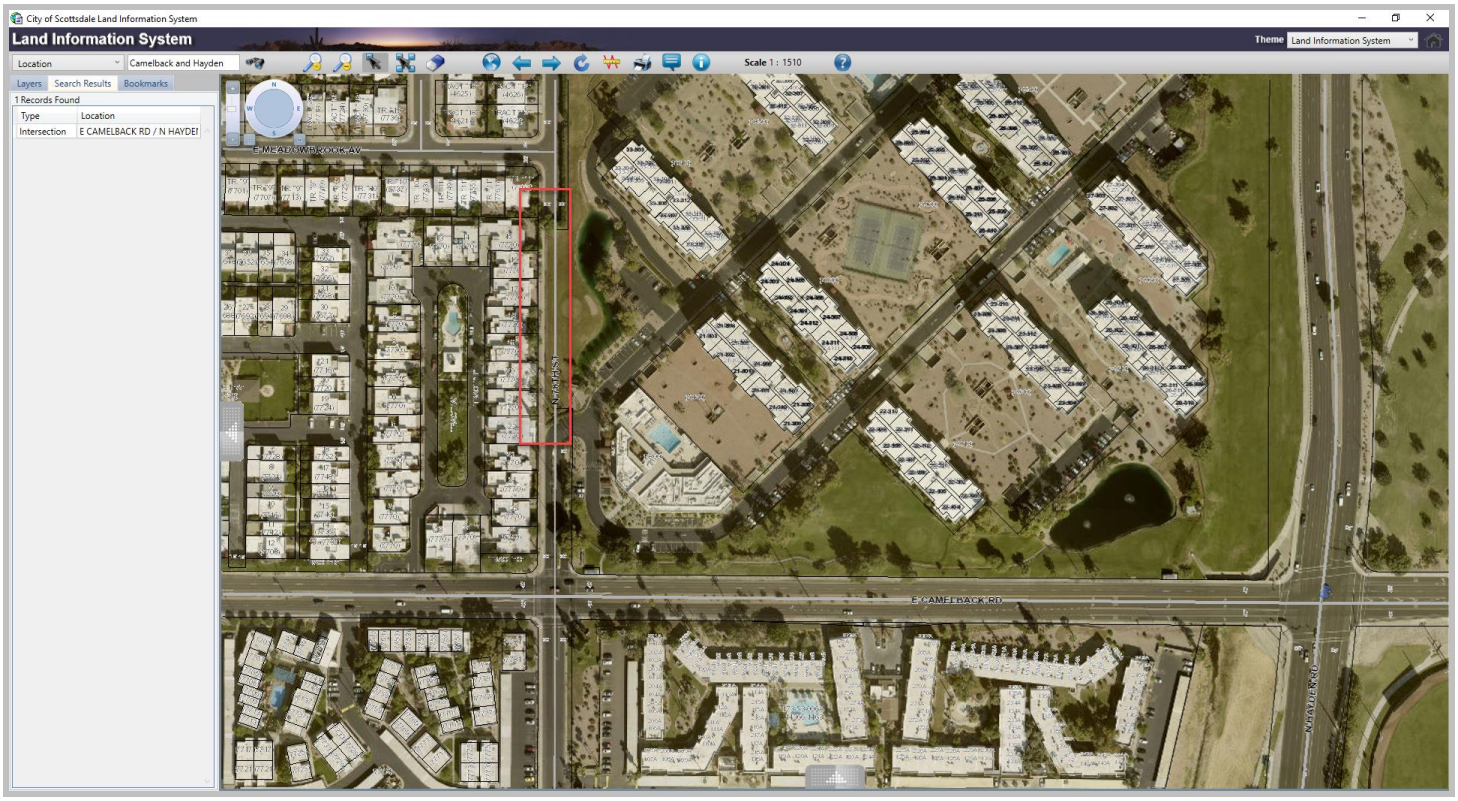
Airport Busniness Center.pdf
McCormick Railroad Park.pdf
Lost Dog Wash Park Restrooms.pdf
Gateway Trailhead Maintenance Buildir
Fire Station 608.pdf
Fire Station 602.pdf
Fire Station 601.pdf
Cavalliere Park.pdf
Browns Ranch Trailhead.pdf
Appaloosa Library.pdf
Westworld Restrooms.pdf
Tom's Thumb Trailhead.pdf

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work		
Inspection Items		
	Service Name	Service Description
	Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
	Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
	Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
	Grounding inspection	Inspect grounding
	Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
	Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
	Module torque inspection	PV module visual inspection and spot torque check
	Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
	Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
	Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
	DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
	Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
	AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
	Protection device inspection	Exercise operation of all protection devices.
	Switchgear inspection	Switchgear inspection
	Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
	Racking torque inspection	Inspect racking and spot check for torque specification
	Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
	Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
	Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
	Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service		
	Combiner box torque check	Spot check connections for torque specification
	Clean/replace air filters	Inspect air filters, clean or replace as necessary
	Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
	Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
	AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
	Weather sensor inspection	Verify accuracy of weather sensors and meters
	Check/replace dessicant	Check dessicant and replace if necessary
Testing		
	Module electrical connection testing	PV module electrical connection check
	Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
	IV-curve testing	Conduct an IV curve traces (specify % of strings)
	Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

	Ground fault tests	Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
	Site Photos	Take 3-5 nice pictures of the array for the cover photo of the report

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	09/29/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#2
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	10/05/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#3
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: B2B Direct Sales, Inc. dba The HVAC Company

Company Purchase Order Mailing Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Contact Person: James Hoover Phone Number: 480-687-8081

E-mail Address: james@thehvaccompany.net Cell Number: 602-565-0518

Remit to Information

Company Name (as it appears on invoice): The HVAC Company

Company Payment Remit to Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

The HVAC Company is based in Tempe. It appears a Tempe TPT is not required for service companies, however, we would certainly obtain it if required by the City of Tempe.

Payment Options

Will your company accept the City's Master Card for payment?	Yes	X	No	
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	X	No	

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer	September 28, 2021
	Date
James Hoover	President
Print or Type Name of Authorized Individual	Title of Authorized Individual

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	1750 S Los Feliz Drive, Ste 111 Tempe, AZ 85281
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	See Exhibit A | Pg 64-2
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below
		James Hoover; 480-687-8081; 602-565-0518; james@thehvaccompany.net
		Donnie Craft; 480-687-8081; 480-594-1877; jimmy@thehvaccompany.net
4	Can you provide services to the City 24-hour per day?	Yes - currently operate 24/7/365
	a | If so, provide your 24-hour phone number.	480-687-8081
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	See Exhibit A | Pg 64-5
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	N/A
7	Do you intend to utilize sub-contractors?	No, we self-perform all HVAC service work including Controls.
	a | If yes, provide name and contract information to right	N/A
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	Yes
	a | What warranty will you provide?	2-Year
9	Do you agree to the Terms and Conditions of this RFP?	Yes
	a | If No, explain to right	N/A
10	List three (3) governmental or corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed	Provide Reference Information Below
		ASU | Steven Palombo | 623-688-7209 | HVAC equipment repair & replacement
		CBRE | Corey Thissell | 623-687-1028 | HVAC equipment PM, repair & replacement
		The Salvation Army | Maj Darren Stratton | 530-592-9006 | HVAC equipment PM, repair & replacement
11	Describe the experience your firm has in providing the trade service groups being offered.	See Exhibit A | Pg 64-11

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Proposal Questionnaire

"Return this Section with your Response"

12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	2020: 1.00 E-Mod | 2021: 1.00 E-Mod
13	Discuss your methodology in maintaining a safe work environment.	Exhibit A | Pg 65-13
14	Describe your quality control process.	Exhibit A | Pg 65-14

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

1750 S Los Feliz Drive, Suite 111
Tempe, AZ 85281
(480) 687-8081

EXHIBIT A

City of Tempe

RFP# 22-001 | Trade Services – Response

Pg 64-2: **Company History**

The HVAC Company is a "DBA" under B2B Direct Sales, Inc. which is a local, Arizona S-Corp based in Tempe and started in October of 2012. The company operated as a sales consultancy developing new business for a few select HVAC and General contractors in Arizona.

In June of 2020, The HVAC Company was created and licensed (CR-39) as a Commercial HVAC Service Contractor, led by (3) key management-owners:

James Hoover – Sales & Accounting/Finance

Tim Mishler – Operations | Project Management | Qualifying Party

Jimmy "Donnie" Craft – Operations | Service Management & Controls

The HVAC Company operates as a true commercial HVAC service contractor supporting 24/7 repair, PM services and equipment replacement/retrofit projects including controls. We are 100% committed to commercial HVAC service and controls – NO construction, residential or other trades. Commercial HVAC service only.

Current Staffing Capacity & Strategy

We started in June 2020 with Tim Mishler and (1) F250 service truck; as of September 2021 we operate a fleet of (11) F250s with a strategically qualified and diverse team of technicians built to provide commercial HVAC service only – 24/7 repair, PM service and equipment replacement/retrofit.

Within 6 months we put in place full benefits including comprehensive health insurance, training and PTO that exceeds the state and federal guidelines. Our technicians drive new F250's, are paid weekly at or above their respective scale and operate successfully in a team environment supported by highly experienced, owner-management. Our technicians are expected to complete their projects, repairs, and maintenance with minimal supervision, carry an emphasis on safety and provide clean, timely reports and required documentation. All of these workplace attributes creates a highly desired opportunity for quality service technicians working in Arizona.

Talent acquisition is not a problem for us - we have qualified service technicians coming to The HVAC Company for a stable and better workplace. Current service team includes:

(7) Field Technicians

(2) Field Supervisors

(1) Dispatcher/Office Management

(2) Field & Operations Management-Owners

(1) Sales & Accounting/Finance Management-Owner

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

EXHIBIT A
City of Tempe
RFP# 22-001 | Trade Services – Response

Pg 64-11: **Experience Providing Commercial HVAC Services**

James Hoover – Sales & Accounting/Finance Management-Owner

- 9 Years leading business development for two Arizona commercial HVAC contractors.
- Personally sold and managed over $35MM in commercial projects, repairs and PM work with all brands and types of HVAC equipment – roof top, chiller systems, air distribution and central plants.
- Acquired and managed public contracts with City of Goodyear, City of Phoenix, ASU and other public entities.

Tim Mishler – Operations | Project Management-Owner

- 23 years in the HVAC industry with customers in the Government, Education, Healthcare, Retail, Telecommunications, Manufacturing, Hospitality, Housing, Food Preparation, and other sectors.
- 14 years supervising service and project teams in the Phoenix Metro area performing work across the entire state of Arizona including Tucson as well as the Las Vegas / Henderson area.
- Extensive experience servicing and installing DX, chilled water, and low temp equipment, as well as critical environment, process, and manufacturing equipment.

Jimmy "Donnie" Craft – Operations /Controls| Service Management -Owner

- 30 years in the HVAC industry including 20+ years working for major manufacturers. Experience in applied mechanical, unitary and controls. Experience in industries such as, oil, hospital, municipality and education.
- Involved in multiple startup operations from small service operations to multi-million dollar cold-start operations.
- Adjunct instructor and advisory board member for the HVACV program at Maricopa Community College.

Some of our HVAC team service and experience highlights:

- We receive constant and numerous compliments from our clients regarding our professional staff and quality workmanship.
- Our largest building under HVAC management is approx. 1 million square feet with (43) rooftop AC units, (83) large UMP coolers and (44) exhaust fans inspected and serviced quarterly.
- We currently service over (45) PM contracts covering chiller plants, fluid cooler systems and all types of unitary/rooftop HVAC equipment.
- The HVAC Company is the preferred/only controls sub-contractor for Carrier/Sigler in Arizona providing startup and controls troubleshooting services.
- Our HVAC service experience is grounded in a few key industry sectors:
    - **Property Management** – CBRE, Cushman & Wakefield, JLL, Kidder Mathews, Optima Sonoran (high-end, mid-rise mixed use) in downtown Scottsdale and more.
    - **Corporate** – Google/Waymo, Hilton, Regal Cinemas, Medical plazas and more.
    - **Government** – City of Goodyear, City of Phoenix, ASU (Tempe, Polytech & West), Maricopa Community College District and more.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

EXHIBIT A
City of Tempe
RFP# 22-001 | Trade Services – Response

Pg 65-13: **Maintaining a Safe Work Environment**

The HVAC Companies methodology in maintaining a safe work environment is safety first. We have monthly safety meetings with topics ranging from fall prevention to confined space. Safety is a culture within The HVAC Company. Each employee of the company can stop work on any project and has the backing of all owners and management in doing so. We strive to offer the safest place to work and put our clients' and employees' safety above all else.

Pg 65-14: **Quality Control Process**

The HVAC Company quality control process includes following the systems and procedures in place, as outlined below, to support our goal of total customer satisfaction and continuous improvement throughout our business operations:

- regular gathering and monitoring of customer feedback.
- a customer complaints procedure.
- selection and performance monitoring of suppliers against set criteria.
- training and development for our employees.
- regular audit of our internal processes.
- measurable quality objectives which reflect our business goals.
- management reviews of audit results, customer feedback and complaints.

Specifications

"Return this Section with your Response"

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install	X	329140 / CR-39
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

STATE OF ARIZONA

License No. **ROC** 329140

Office of the Registrar of Contractors

This is to certify that:

B2B DIRECT SALES, INC.

DBA (if any)

The HVAC Company

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

CR-39 Air Conditioning and Refrigeration

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on June 3, 2020

Arizona Registrar of Contractors • 1931 •

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	$ 74.00	$ 62.00	$	$	$
Markup on direct cost of parts and materials			25 %		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

"Return this Section with your Response"

* Applicable Tax __X__ % [X - The applicable tax rate will depend on the job location and the date executed.]

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of n/a % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Loredo-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Vacant	General AP Inquiries and AP Checks

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

X Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Anti-Discrimination Policy

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

X I hereby certify The HVAC Company (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: September 27, 2021
Signature

James Hoover _____ President _____
Print Name Title

The HVAC Company
Company

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	September 8, 2021
This addendum will modify and/or clarify:	Solicitation No.:	RFP 22-001
and is	Addendum No.:	#1
	Procurement Description:	Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-0518
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment A – Existing Solar Systems & Locations



Existing PV Systems.xlsx

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment B – Individual System Information
Condition Assessments

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.

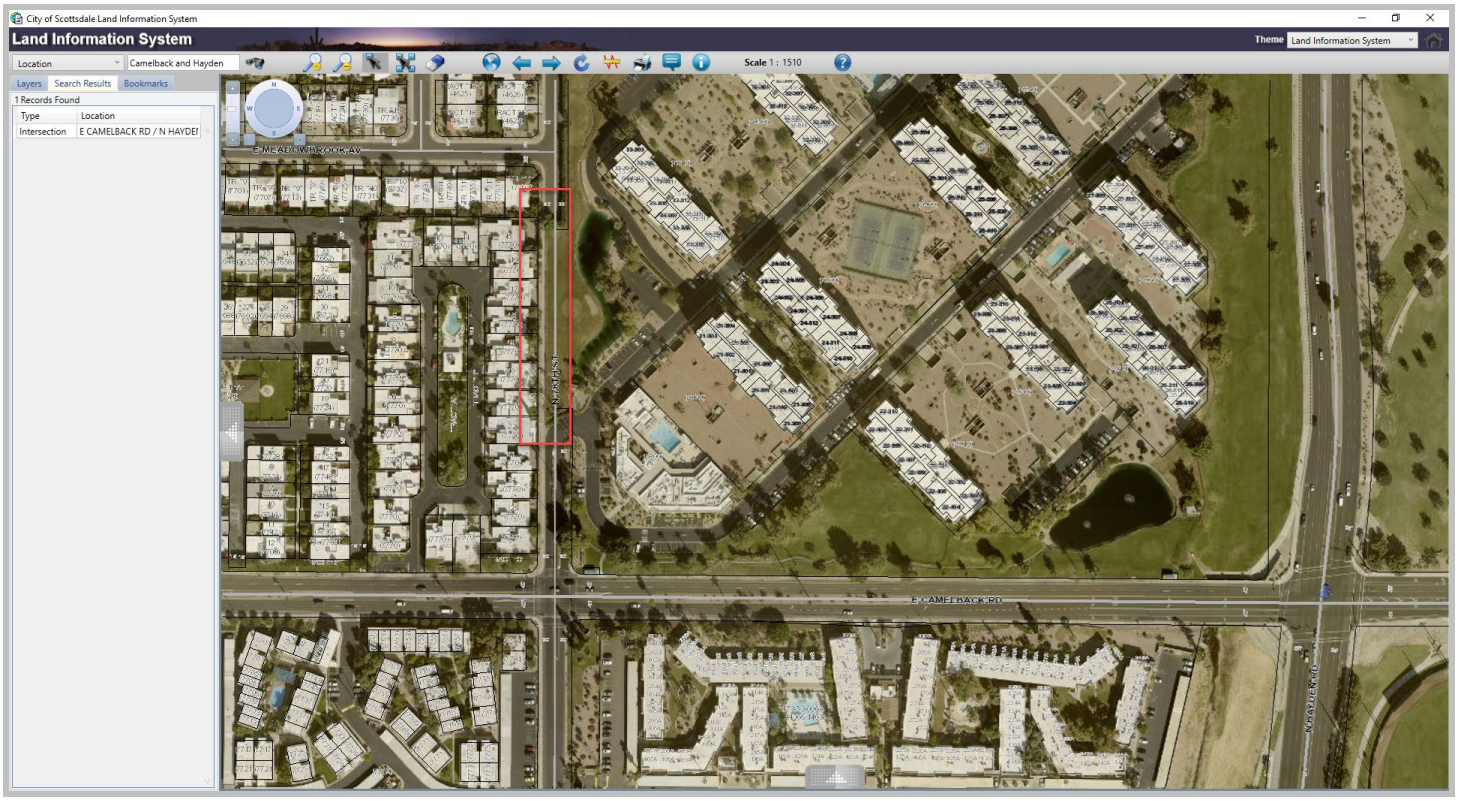
Airport Busniness Center.pdf
McCormick Railroad Park.pdf
Lost Dog Wash Park Restrooms.pdf
Gateway Trailhead Maintenance Buildir
Fire Station 608.pdf
Fire Station 602.pdf
Fire Station 601.pdf
Cavalliere Park.pdf
Browns Ranch Trailhead.pdf
Appaloosa Library.pdf
Westworld Restrooms.pdf
Tom's Thumb Trailhead.pdf

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work		
Inspection Items		
	Service Name	Service Description
	Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
	Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
	Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
	Grounding inspection	Inspect grounding
	Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
	Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
	Module torque inspection	PV module visual inspection and spot torque check
	Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
	Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
	Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
	DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
	Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
	AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
	Protection device inspection	Exercise operation of all protection devices.
	Switchgear inspection	Switchgear inspection
	Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
	Racking torque inspection	Inspect racking and spot check for torque specification
	Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
	Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
	Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
	Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service		
	Combiner box torque check	Spot check connections for torque specification
	Clean/replace air filters	Inspect air filters, clean or replace as necessary
	Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
	Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
	AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
	Weather sensor inspection	Verify accuracy of weather sensors and meters
	Check/replace dessicant	Check dessicant and replace if necessary
Testing		
	Module electrical connection testing	PV module electrical connection check
	Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
	IV-curve testing	Conduct an IV curve traces (specify % of strings)
	Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

	Ground fault tests	Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
	Site Photos	Take 3-5 nice pictures of the array for the cover photo of the report

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	09/29/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#2
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-05618
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	10/05/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#3
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-0518
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	We follow the EPA guidelines around sustainability as close as possible and believe in leaving job sites in a better position to meet Federal and local sustainability measures. https://www.epa.gov/greeningepa/federal-sustainability-requirements-and-guidelines
2.	What is your company doing to be more energy efficient?	We recommend and supply the most energy efficient equipment and material available in the market as well as seek out energy conservation alternatives for our office such as lighting sensors and programmable thermostats.
3.	What is your company doing to reduce greenhouse gas emissions?	We work to help limit green house gases through employee and client awareness and education. EV service trucks will be under consideration once they become practical and readily available.
4.	What is your company doing to reduce waste transferred to landfills?	We employ aggressive recycle and reuse practices where possible at our company offices as well as in the field.
5.	What is your company doing to reduce water waste?	We have installed a variety of water saving devices for current and past clients and offer solutions to reduce water use where applicable as well as strategies for our office such as low water use toilet flush.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	Where possible, we seek out and use biodegradeable / earth-friendly products in the field such as Rydlyme for cleaning water-source HVAC equipment as well as using environmentally safe products at our office.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Given the diversity, size and number of suppliers, we are really only successful in requesting certain sustainability practices such as reduced shipping materials and environmentally friendly packaging.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Not yet.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	We follow the ASHRAE standards for all HVAC equipment and help advise clients based on actual experience in the field.
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Yes,much of the HVAC equipment can be and is actively recycled to extent possible upon removal.
3.	Does the product being offered include any recycled materials? If yes, please explain.	This is difficult to answer or quantify for equipment as we deal mostly with newly manufactured. Refrigerant and remanufactured parts would be good examples.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	We use direct shipping and request environmentally friendly packaging where possible.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	We request environmentally friendly packaging where possible and practical.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	With HVAC, certification is handled at the facility level on a building-wide basis and HVAC is only one aspect. Some of the products we provide have a variety of ratings assigned by 3rd parties evaluating our suppliers' products.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	We strive to do our part and offer or suggest the most energy efficient and environmentally friendly products applicable.

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:
https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

REQUEST FOR PROPOSAL

RFP# 22-001

TRADE SERVICES

RFP ISSUE DATE:

AUGUST 18, 2021

ERIC KRAENZLE, C.P.M.

EMAIL: eric_kraenzle@tempe.gov

PHONE: 480-350-8548

Bids@tempe.gov

Response By:

James Hoover
President
The HVAC Company
1750 S Los Feliz Drive, Ste 111
Tempe, AZ 85281

Office: (480) 687-8081
Direct: (602) 565-0518
james@thehvaccompany.net
www.thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

	Description	Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	✓
3.	Proposal Questionnaire Exhibit A - Included	✓
4.	Specification – List of Trade Services Groups and ROC Numbers	✓
5.	Copies of ROC's CR-39	✓
6.	Pricing and Specifications Section	✓
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	✓
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	N/A
9.	Signed Addenda (if applicable) Addendum #1 & #2 & #3	✓
10.	Supplier Sustainability Questionnaire	✓

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://ww2.tempe.gov/bids/

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Contract Modification Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T22-001-29
Description: Trade Services

Issue Date: 04/06/2023

99790
B2B Direct Sales, Inc. dba The HVAC Company
James Hoover
3120 W. Carefree Hwy, Ste 1817
Phoenix, AZ 85086
Office: 480-687-8081
Mobile: 602-565-0518
Email: james@thehvaccompany.net

Effective Date
Beginning: 04/06/2023

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:
Price Increase Journeyman hourly rate was $74.00 / hour

Item	Description	Cost
01	Journeyman Weekdays-Strait Time	$ 85.00 / hour
Note	Markup on direct costs of parts and materials remains 25%	

Contractor Modification Acceptance
To Be Completed and Signed by Contractor

Printed Name of Person Signing: James Hoover, President
Phone Number: 602-565-0518
Email Address: james@thehvaccompany.net
Signature:

City of Tempe Contract Modification Acceptance

Eric Kraenzle
Eric Kraenzle (Apr 6, 2023 16:04 PDT)
Eric Kraenzle, C.P.M. Date
Procurement Officer

Michael Greene
Michael Greene (Apr 6, 2023 16:06 PDT)
Michael Greene, C.P.M., CPPO Date
Procurement Administrator

T22-001-79 Contract Modification_04-06-23

Final Audit Report 2023-04-06

Created:	2023-04-06
By:	Eric Kraenzle (erickr@tempe.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Y40x5zyc_y-FTymil7rMQPM2H8aWJ9D

"T22-001-79 Contract Modification_04-06-23" History

Document created by Eric Kraenzle (erickr@tempe.gov)
2023-04-06 - 11:03:36 PM GMT- IP address: 164.50.248.102

Document emailed to eric_kraenzle@tempe.gov for signature
2023-04-06 - 11:04:09 PM GMT

Email viewed by eric_kraenzle@tempe.gov
2023-04-06 - 11:04:11 PM GMT- IP address: 52.206.70.14

Signer eric_kraenzle@tempe.gov entered name at signing as Eric Kraenzle
2023-04-06 - 11:04:43 PM GMT- IP address: 164.50.248.102

Document e-signed by Eric Kraenzle (eric_kraenzle@tempe.gov)
Signature Date: 2023-04-06 - 11:04:45 PM GMT - Time Source: server- IP address: 164.50.248.102

Document emailed to michael_greene@tempe.gov for signature
2023-04-06 - 11:04:46 PM GMT

Email viewed by michael_greene@tempe.gov
2023-04-06 - 11:04:49 PM GMT- IP address: 52.206.70.14

Signer michael_greene@tempe.gov entered name at signing as Michael Greene
2023-04-06 - 11:06:17 PM GMT- IP address: 164.50.248.107

Document e-signed by Michael Greene (michael_greene@tempe.gov)
Signature Date: 2023-04-06 - 11:06:19 PM GMT - Time Source: server- IP address: 164.50.248.107

Agreement completed.
2023-04-06 - 11:06:19 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/13/2022
Agenda Item: 7A1

ACTION: Award three-year contracts with one, three-year renewal option to 55 qualified trades contractors to provide building repair and maintenance services.

FISCAL IMPACT: The total cost of these contracts will not exceed $8,500,000 during the three-year term. Sufficient funds have been appropriated in General Fund Cost Center 1871 (Facilities Services) and various Capital Improvement Program Projects, for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Award the contracts.

BACKGROUND INFORMATION: (RFP 22-001) The City issued a Request for Proposal (RFP) to establish contracts with qualified contractors to provide repair and maintenance services related to the upkeep of City facilities. Any work under these contracts will be overseen by the Facilities Maintenance Division of the Financial Services Department.

The services covered by these contracts are for the routine repair and maintenance of structures and buildings and are not intended for the performance of construction services. These contracts will cover 30 different trade services as outlined below:

Trade Service Categories

Bird Control	Landscape, Irrigation and Drip System Maintenance
Building Envelope Sealing	Light Installation; Emergency Lighting
Concrete, concrete repair, Concrete Sealing and polishing	Masonry, masonry repair, Maintenance (block wall repair)
Doors and Gates repairs, maintenance, new; access controls	Painting, Coatings, Wall coverings & Repair
Electrical (general, light - medium duty, lighting installs)	Plumbing
Electrical - Emergency Power	Pressure washing: exterior
Electrical - High Voltage	Restoration/Rehabilitations of Historic Buildings or Structures
Fencing (wooden, chain link) new and repair	Rodent control, roof rats, sewer rats
Flooring, repair & new: carpet, title, marble, wood, terrazzo	Roofing Repairs
General Carpentry	Solar Panel Inspection, Maintenance, Repair
Glazier	Water Remediation
Hauling and Backhoe Services	Welding & Fabricating
Herbicides and weed control	Window Cleaning
HVAC; maintenance and repair, new	Window Tinting and Exterior Window Coverings
Job Site Cleanup	Window Treatments and Room Dividers

Evaluation Process

Over 1,000 firms were notified of this opportunity including advertisement in the *Arizona Capitol Times*. A total of 66 firms submitted offers. The committee, comprised of Facilities Maintenance and Procurement staff, reviewed the proposals based on the following award criteria:

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

	Award Criteria	Weight
1.	Cost (labor, Parts, Discounts, Other)	30
2.	Firm (Qualifications, Experience, Licensing, References, etc.)	35
3.	General (Warranty offered, satisfactory billing statement, E-Mod factors)	25
4.	Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions)	10

Results of Scoring

The committee reviewed the submittals and determined how many suppliers were needed for each trade category. Based on current supply chain concerns, the committee is requesting that additional suppliers be included for those trade categories that may be impacted on parts availability, delivery lead time, or labor shortages, etc. Suppliers offered pricing based on percentage mark up on materials and hourly rates for key positions including Helper, Journeyman, and Supervisor (including overtime, weekend, and holiday rates). Some trade categories required suppliers to provide hourly rates for the rental of specific equipment and vehicles. In addition to the price portion, suppliers were asked if they could support 24-hour service response. Based on a comprehensive review, recommendations for awards are as follows:

Bird Control	**Landscape, Irrigation and Drip System Maintenance**
Southwest Avian Solutions; Invader Pest Management; SFM Construction & Painting	Best Sons Construction, LLC; ELS Construction, Inc.
Building Envelope Sealing	**Light Installation; Emergency Lighting**
SFM Construction & Painting	Spectra Electrical Services; EJF Electric, LLC; Hernandez Companies; Diamond Ridge Development; Fluoresco Services, LLC; DECA Southwest; First Onsite Property Restoration; SFM Construction & Painting; PLG, LLC
Concrete, concrete repair, Concrete Sealing and polishing	**Masonry, masonry repair, Maintenance (block wall repair)**
Clouse Legacy; ELS Construction, Inc.; SFM Construction & Painting	Natural State Landscaping, LLC; Best Sons Construction, LLC; First Onsite Property Restoration; SFM Construction & Painting
Doors and Gates repairs, maintenance, new; access controls	**Painting, Coatings, Wall coverings & Repair**
DH Pace Company, First Onsite Property Restoration	Crout and Heller Painting Services, Inc; Summit Restoration; A&H Painting, Inc.; Fabiani Painting & Decorating, LLC; Hernandez Companies; DelFavero Decorating Service, LLC; Diamond Ridge Development; First Onsite Property Restoration; SFM Construction & Painting
Electrical (general, light - medium duty, lighting installs)	**Plumbing**
Armstrong Service Electric, LLC; Spectra Electrical Services; Hernandez Companies; Midstate Energy; DECA Southwest; SFM Construction & Painting; PLG, LLC	Hernandez Companies; Midstate Mechanical, Inc.; Pueblo Mechanical & Controls, LLC; Midstate Energy; First Onsite Property Restoration; SFM Construction & Painting
Electrical - Emergency Power	**Pressure washing: exterior**
Armstrong Service Electric, LLC; Spectra Electrical Services; TDIndustries, Inc.; SFM Construction & Painting	Fabiani Painting & Decorating, LLC; Viking Building Services, LLC; DelFavero Decorating Service, LLC
Electrical - High Voltage	**Restoration/Rehabilitations of Historic Buildings or Structures**
SFM Construction & Painting	Kowalski Construction, Inc.; Chasse Building Team, Inc.; First Onsite Property Restoration; Builders Guild, Inc.; SFM Construction & Painting
Fencing (wooden, chain link) new and repair	**Rodent control, roof rats, sewer rats**
Diamond Ridge Development, First Onsite Property Restoration, SFM Construction & Painting	Invader Pest Management

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Flooring, repair & new: carpet, title, marble, wood, terrazzo	**Roofing Repairs**
Diversified Flooring Services; Norcon Industries, Inc.; First Onsite Property Restoration; SFM Construction & Painting	Progressive Roofing, Star Roofing, SFM Construction & Painting, Flynn BEC LP
General Carpentry	**Solar Panel Inspection, Maintenance, Repair**
GTI Contractors; SDB Contracting Services; Hernandez Companies; Diamond Ridge Development; Chasse Building Team, Inc.; First Onsite Property Restoration; Builders Guild, Inc.; SFM Construction & Painting	Armstrong Service Electric, LLC; Sun Valley Solar Solution
Glazier	**Water Remediation**
True View Windows and Glass, LLC; Norcon Industries, Inc.; SFM Construction & Painting	Summit Restoration and Construction; Kowalski Construction, Inc.; East Valley Disaster Services; First Onsite Property Restoration; SFM Construction & Painting
Hauling and Backhoe Services	**Welding & Fabricating**
Natural State Landscaping, LLC; SDB Contracting Services; Diamond Ridge Development; SFM Construction & Painting	SDB Contracting Services, Midstate Energy, SFM Construction & Painting
Herbicides and weed control	**Window Cleaning**
West Coast Arborists, Inc.; Invader Pest Management	Squeegee Squad, SFM Construction & Painting
HVAC; Maintenance and Repair, New	**Window Tinting and Exterior Window Coverings**
365 Mechanical, LLC; Crawford Mechanical Services; Hernandez Companies; Midstate Mechanical, Inc.; Tolin Mechanical Systems; P.M. Plumbing & Mechanical, Inc.; Pueblo Mechanical & Controls, LLC; Trane Technologies; The HVAC Company; Midstate Energy; First Onsite Property Restoration; TDIndustries, Inc.; SFM Construction & Painting; Daikin Applied; KCORP; Artic Air Heating & Cooling, Inc.	True View Windows and Glass, LLC; Metro Tint
Job Site Cleanup	**Window Treatments and Room Dividers**
Fabiani Painting & Decorating, LLC; Diamond Ridge Development; Best Sons Construction, LLC; Clean Sweep Property Services; First Onsite Property Restoration; SFM Construction & Painting	B&B Blinds and Builder Services, LLC; Norcon Industries, Inc.; Blinds & Beyond by Wikler, Inc.

Required licensing from the Arizona Registrar of Contractors for all recommended firms is current and in good standing.

Once projects are identified, Facilities Maintenance personnel will solicit quotations from multiple firms in the needed category to derive the best value for the City. Facilities Maintenance will monitor utilization over the initial term of the contract and make recommendations for individual supplier renewal based on pricing, performance and on-going need for the service provided by the firm.

The suppliers that are not being recommended for award are shown in the table below:

BELFOR	Incomplete bid
DR Paint	Incomplete bid
Empire	Incomplete bid
Fish Window Cleaning	Pricing exceeds competitive range
IML Security Supply	Parts only, no service
Integrity Industrial	Pricing exceeds competitive range
Master Rooter	Pricing exceeds competitive range
Olympian WorldWide	Trade category deleted
Partitions and Accessories	Company offered product that did not fit any trade categories listed; better suited for a separately issued RFP
Robert N Ewing General Contractor, Inc.	Pricing exceeds competitive range
White Hawk	Incomplete bid

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The committee reviewed all proposals to ensure adequate source competition and fair and reasonable pricing. Due to the high number of responding firms, staff is not able to present the full pricing and scoring matrix within this RFCA but can provide these documents separately upon request.

ATTACHMENTS: N/A

STAFF CONTACT(S): Charlie Bladine, Facility Maintenance Manager, (480) 350-8563

Department Director: Tom Duensing, Interim Deputy City Manager – Chief Financial Officer
Legal review by: David Park, Assistant City Attorney
Prepared by: Eric Kraenzle, C.P.M., Officer

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Contract Renewal & Modification Notice

Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Number T22-001-29
Contract Description Trade Services

Date October 16, 2024

99790
B2B Direct Sales, Inc. dba The HVAC Company
James Hoover
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Renewal Information
Beginning January 14, 2025
Ending January 13, 2026
Renewal 1 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

B2B Direct Sales, Inc. dba The HAVC Company certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Eric Kraenzle	480-350-8548	eric_kraenzle@tempe.gov
Procurement Specialist	Elaine Ngai	480-350-8618	elaine_ngai@tempe.gov

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

To Be Completed and Signed By B2B Direct Sales, Inc. dba The HVAC Company

Contract Number T22-001-29
Contract Description Trade Services

Contractor's Name **B2B Direct Sales, Inc. dba The HVAC Company**

Contractor's Mailing Address 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

Printed name of person signing James Hoover, President

Phone Number 602-565-0518

email Address james@thehvaccompany.net

Contractor's Authorized Signature  12-05-2024
Date

City of Tempe Contract Renewal Acceptance

Eric Kraenzle
Eric Kraenzle (Jan 24, 2025 09:13 MST)
Eric Kraenzle Date
Procurement Officer

Michael Greene (Jan 24, 2025 09:56 MST)
Michael Greene, CPM, CPPO Date
Procurement Administrator

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

New pricing effective January 14, 2025

Group 15 – HVAC; Maintenance and Repair, New, Install

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	$95.00	$72.00	$	$	$
Markup on direct cost of parts and materials			25%		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488

SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

Signature

12-05-2024
Date

James Hoover
Print Name

President
Title

B2B Direct Sales, Inc dba The HVAC Company
Company Name

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT
Carrier COMMERCIAL EXPERT

2025 PM SERVICE AGREEMENT & MECHANICAL INSPECTION PROPOSAL

PREPARED FOR:

Robert Deserano
Public Works Superintendent
Town of Paradise Valley
6401 E Lincoln Dr
Paradise Valley, AZ 85253

SERVICE LOCATION:

Town Hall
6401 East Lincoln Drive
Paradise Valley, AZ 85253

January 31, 2025

Greetings Robert,

We are pleased to have this opportunity to present our company and commercial HVAC services to the Town of Paradise Valley for Preventative Maintenance (PM) and Mechanical Inspections at 6401 East Lincoln Drive in Paradise Valley, AZ. As an HVAC service contractor, we provide our clients with quality workmanship and technical expertise delivered through our state of the art, cloud-based field service and communication management platform - Service Fusion.

The goal of our PM service and periodic inspections is to identify deferred/current repairs and maintenance needs that will help you and your facilities team make both critical and routine HVAC equipment R&M decisions to keep your HVAC equipment operational and reliable.

In the pages that follow you will find a brief description of the company, communication and technology, key contact information and a recap of covered equipment, scope of services and pricing along with some basic terms and conditions of the agreement.

Should you have any questions or additional requirements please contact me directly at 949-397-5947.

Sincerely,

Nicole Hoover
Commercial Account Manager
Direct: (949) 397-5947
Service & Dispatch: (480) 687-8081
Email: nicole@thehvaccompany.net
2450 W Broadway Road, Suite 105
Mesa, AZ 85202
Licensed-Bonded-Insured | ROC 329140

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT

Carrier COMMERCIAL EXPERT

The HVAC Company

The HVAC Company is a non-union, privately held commercial service contractor operating under the corporate entity, B2B Direct Sales, Inc. which was established in the year 2012. In today's economy, companies are continuously challenged with finding ways to improve upon quality and service while minimizing operating costs and the impact on our environment. The HVAC Company can effectively help your facilities team meet these challenges through our highly skilled technicians, a wide array of experience with HVAC problem-solving and effective communication delivered through our cloud-based field service platform managed from the field, in real-time.

Carrier Controls Expert Dealer & Carrier Commercial Expert

We are brand neutral and support all commercial HVAC equipment and systems including controls, however, we have earned the Carrier Controls Expert certification and as such are an authorized Carrier Controls Dealer and service provider as well as the only Carrier Commercial Expert for Carrier Unitary equipment in the state of Arizona.

Mailing/Remittance:
3120 W Carefree Highway, Suite 1817
Phoenix, AZ 85086

Northern AZ Office & Receiving
3250 Gateway Blvd, Suite 256
Prescott, AZ 86303

Phoenix Office/Warehouse:
2450 W Broadway Road, Suite 105
Mesa, AZ 85202

Main Office/Service & Dispatch: (480) 687-8081
Northern AZ Service & Dispatch: (928) 515-0240
After-Hours Emergency: (480) 808-7753
service@thehvaccompany.net

Primary Contacts

Nicole Hoover – Account Manager
Direct: (949) 397-5947
Email: nicole@thehvaccompany.net

Jimmy Craft – Service Manager
Mobile: (480) 594-1877
Email: jimmy@thehvaccompany.net

James Hoover – Business Development
Mobile: (602) 565-0518
Email: james@thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

City of Tempe Trade Services Contract # T22-001-29 Pricing. Pricing & Terms of Service

- **Air-Cooled Daikin Chiller:** (1) Annual Maintenance Inspection with condenser coil cleaning. (1) Operational Maintenance Inspection.

  Service Cost – $2,820.00 Annually / $1,410.00 Semiannual Billing
- Labor — $1,900 (20hrs @ $95/hr), Materials & Sales Tax — $920

  The PM Service Agreement pricing shown above can only be adjusted within the contract period for equipment additions, deletions or agreed upon changes in service scope.

  This PM Service Agreement will be for an original term of 1 year from the Start Date and will automatically renew on a month-to-month basis upon expiration unless otherwise cancelled or restructured per the terms and conditions provided below.

  Covered Equipment

1	Daikin Air-Cooled Chiller	M: AGZ051EDSEMNN0B S: SLPU2211405603	Town Hall

Scope of Work – See Commercial Tasking Sheets Below

Exclusions:

1. Parts and materials not listed in this scope.
2. Premium labor.
3. Refrigerant.
4. Cooler pads.
5. Any item not specified in this quotation.
6. Repairs, service calls and component replacements.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT
Carrier COMMERCIAL EXPERT

2025 PM SERVICE AGREEMENT & MECHANICAL INSPECTION PROPOSAL

PREPARED FOR:

Robert Deserano
Public Works Superintendent
Town of Paradise Valley
6401 E Lincoln Dr
Paradise Valley, AZ 85253

SERVICE LOCATION:

Town Hall
6401 East Lincoln Drive
Paradise Valley, AZ 85253

January 31, 2025

Greetings Robert,

We are pleased to have this opportunity to present our company and commercial HVAC services to the Town of Paradise Valley for Preventative Maintenance (PM) and Mechanical Inspections at 6401 East Lincoln Drive in Paradise Valley, AZ. As an HVAC service contractor, we provide our clients with quality workmanship and technical expertise delivered through our state of the art, cloud-based field service and communication management platform - Service Fusion.

The goal of our PM service and periodic inspections is to identify deferred/current repairs and maintenance needs that will help you and your facilities team make both critical and routine HVAC equipment R&M decisions to keep your HVAC equipment operational and reliable.

In the pages that follow you will find a brief description of the company, communication and technology, key contact information and a recap of covered equipment, scope of services and pricing along with some basic terms and conditions of the agreement.

Should you have any questions or additional requirements please contact me directly at 949-397-5947.

Sincerely,

Nicole Hoover
Commercial Account Manager
Direct: (949) 397-5947
Service & Dispatch: (480) 687-8081
Email: nicole@thehvaccompany.net
2450 W Broadway Road, Suite 105
Mesa, AZ 85202
Licensed-Bonded-Insured | ROC 329140

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT

Carrier COMMERCIAL EXPERT

The HVAC Company

The HVAC Company is a non-union, privately held commercial service contractor operating under the corporate entity, B2B Direct Sales, Inc. which was established in the year 2012. In today's economy, companies are continuously challenged with finding ways to improve upon quality and service while minimizing operating costs and the impact on our environment. The HVAC Company can effectively help your facilities team meet these challenges through our highly skilled technicians, a wide array of experience with HVAC problem-solving and effective communication delivered through our cloud-based field service platform managed from the field, in real-time.

Carrier Controls Expert Dealer & Carrier Commercial Expert

We are brand neutral and support all commercial HVAC equipment and systems including controls, however, we have earned the Carrier Controls Expert certification and as such are an authorized Carrier Controls Dealer and service provider as well as the only Carrier Commercial Expert for Carrier Unitary equipment in the state of Arizona.

Mailing/Remittance:
3120 W Carefree Highway, Suite 1817
Phoenix, AZ 85086

Northern AZ Office & Receiving
3250 Gateway Blvd, Suite 256
Prescott, AZ 86303

Phoenix Office/Warehouse:
2450 W Broadway Road, Suite 105
Mesa, AZ 85202

Main Office/Service & Dispatch: (480) 687-8081
Northern AZ Service & Dispatch: (928) 515-0240
After-Hours Emergency: (480) 808-7753
service@thehvaccompany.net

Primary Contacts

Nicole Hoover – Account Manager
Direct: (949) 397-5947
Email: nicole@thehvaccompany.net

Jimmy Craft – Service Manager
Mobile: (480) 594-1877
Email: jimmy@thehvaccompany.net

James Hoover – Business Development
Mobile: (602) 565-0518
Email: james@thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

City of Tempe Trade Services Contract # T22-001-29 Pricing. Pricing & Terms of Service

- **Air-Cooled Daikin Chiller:** (1) Annual Maintenance Inspection with condenser coil cleaning. (1) Operational Maintenance Inspection.

  Service Cost – $2,820.00 Annually / $1,410.00 Semiannual Billing
- Labor — $1,900 (20hrs @ $95/hr), Materials & Sales Tax — $920

  The PM Service Agreement pricing shown above can only be adjusted within the contract period for equipment additions, deletions or agreed upon changes in service scope.

  This PM Service Agreement will be for an original term of 1 year from the Start Date and will automatically renew on a month-to-month basis upon expiration unless otherwise cancelled or restructured per the terms and conditions provided below.

  Covered Equipment

1	Daikin Air-Cooled Chiller	M: AGZ051EDSEMNN0B S: SLPU2211405603	Town Hall

Scope of Work – See Commercial Tasking Sheets Below

Exclusions:

1. Parts and materials not listed in this scope.
2. Premium labor.
3. Refrigerant.
4. Cooler pads.
5. Any item not specified in this quotation.
6. Repairs, service calls and component replacements.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

PM Service Agreement
Air Cooled Chiller - Task Sheet

(1) Annual Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Perform oil analysis.
- Leak check components.
- Check liquid line sight glasses for clear refrigerant flow.
- Check Glycol concentration.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.
- Clean condenser coils.

(1) Operational Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

Time & Material Rates:

Hourly rates for services outside the scope of contracted services will be:

Regular:	$95.00/hour 7-4 Monday-Friday
Overtime:	$142.50/hour after 4pm Weekdays & Weekends/Holidays

Payment Terms:

Payment terms are net thirty (30) days from the Invoice Date. The HVAC Company reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due shall relieve The HVAC Company of any and all obligations pertaining to work or performance of work related to this service agreement. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.

BILLING: PLEASE CHECK PAYMENT OPTION BOX:

☐ **Semiannual**

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: Nicole Hoover – Commercial Account Manager

EFFECTIVE DATE: TBD

DocuSigned by:

ACCEPTED BY: Andrew Ching
5B8E4040A9944A3...

PRINT NAME: Andrew Ching

TITLE: Town Manager

DATE: 8/27/2025

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Terms and Conditions

A. Planned and/or routine maintenance services provided under this Agreement will be performed during normal working hours.

B. The guarantees and services provided under the scope of this Agreement are conditioned upon TOWN OF PARADISE VALLEY, operating and maintaining systems/equipment TOWN OF PARADISE VALLEY, will do so according to industry accepted practices and in consideration of our recommendations.

C. TOWN OF PARADISE VALLEY, will provide and permit reasonable access to all covered equipment. The HVAC Company will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

D. This proposal assumes that all pieces of equipment are in proper operating condition. The HVAC Company shall inspect and report to TOWN OF PARADISE VALLEY, any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of The HVAC Company to make recommendations and to assist TOWN OF PARADISE VALLEY, in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by TOWN OF PARADISE VALLEY, unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work not performed.

E. It is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed in Covered Equipment. Repair and replacement of unserviceable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded. In the case of refrigeration system(s) such as walk-in boxes, reach-in boxes, etc., this Agreement does not include the repair or replacement of hardware such as door handles, closing mechanisms, or related parts. In no case shall The HVAC Company, Inc. include repair or replacement of door, cabinet, or door/cabinet gaskets.

F. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by TOWN OF PARADISE VALLEY, in accordance with The HVAC Company, currently established rates.

G. In the unlikely event of failure to perform its obligations, The HVAC Company liability is limited to repair or replacement, at its option, and such shall be TOWN OF PARADISE VALLEY, sole remedy. Under no circumstances will The HVAC Company, Inc. be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of TOWN OF PARADISE VALLEY, tenants or clients, or any special, indirect, or consequential damages.

H. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment, and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

I. The HVAC Company will not be liable for delays or failure to act due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.

J. The HVAC Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

K. The Agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by The HVAC Company

L. This Agreement does not include any services occasioned by improper operation, negligence, vandalism, alterations or modifications, abuse or misuse, or repairs to equipment not performed by The HVAC Company, Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Terms and Conditions (Continued)

M. The HVAC Company, shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal, or other authorities except as otherwise included in this Agreement.

N. This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

O. In the event either party must commence a legal action in order to enforce any rights under this contract such be through the local office of the American Arbitration Association, (AAA), the successful party shall be entitled to all coasts and reasonable attorney's fees as determined by the arbitrator for prosecuting and defending the claim, as the case may be.

P. The HVAC Company, shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees, and in no event, shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, orders or regulations established by any government authority, unusual delays in procuring supplies, or for any other cause beyond its reasonable control.

Q. Only The HVAC Company, personnel or agent are authorized to perform the work included in the scope of this Agreement. The HVAC Company, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

R. This Agreement and all rights hereunder shall not be assignable unless approved by The HVAC Company.

S. In the event of additional freight, labor, or material costs resulting from TOWN OF PARADISE VALLEY , request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, TOWN OF PARADISE VALLEY , agrees to pay these additional costs at The HVAC Company, currently established rates.

T. The HVAC Company, scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event The HVAC Company, Inc. encounters such material in performing its work, The HVAC Company, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.

U. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement, remarks, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

V. TOWN OF PARADISE VALLEY, agrees that in the event that there shall have been passed a federal and/or state law which shall compel The HVAC Company, to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment. Contract adjustment would reflect the cost of such mandated contributions and offset The HVAC Company, cost of performing this contract.

W. TOWN OF PARADISE VALLEY , acknowledges and agrees that any purchase order issued in accordance with this Agreement, is intended only to establish payment authority for internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

X. This agreement may be cancelled by either party with 30 days written notice and subject to the full payment of any amounts outstanding at the time of cancellation.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

PM Service Agreement
Air Cooled Chiller - Task Sheet

(1) Annual Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Perform oil analysis.
- Leak check components.
- Check liquid line sight glasses for clear refrigerant flow.
- Check Glycol concentration.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.
- Clean condenser coils.

(1) Operational Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Director of Public Works
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this "First Amendment") is entered into as of December 12, 2025, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and B2B Direct Sales, Inc., dba The HVAC Company, an Arizona corporation authorized to do business in Arizona (the "Contractor").

RECITALS

A. The Town and the Contractor entered into Linking Agreement No. CON-25-035-PBW dated August 7, 2025, for the Contractor to provide Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance (the "Agreement").

B. The Town has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Additional/Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to the Contractor by $183,079.06 for the Additional Services at the rates set forth in the Fee Proposal attached hereto as a

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

part of Exhibit 1 and incorporated herein by reference, resulting in an increase of the combined not-to-exceed compensation from $2,820 to $185,899.06.

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

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

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

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

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

"**Town**"

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

DocuSigned by:
Andrew Ching
5B8E4040A9044A3...
Andrew Ching, Town Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Contractor**"

B2B DIRECT SALES, INC,
an Arizona corporation

By: Nicole Hoover

Name: Nicole Hoover

Title: Commercial Account Manager

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

EXHIBIT 1
TO
FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC

[Amended Scope of Work and Fee Proposal]

See following pages

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Quote #: 12047

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253	Date: Sep 24, 2025 Re: Town Hall (4) FCU Replacements Property: Paradise Valley Town Hall Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe Contract ID: T22-001-29 Pricing.
All work to be completed during **normal business hours**.***

Remove and dispose of existing Environmental Technologies Fan Coils
#13 HH-20B-C6BL-E010-O1810-CMA15-FT2,
#8 HH-20B-C6BL-E010-O1810-CMA15-FT2
#3 HH12B-C6BR-E005-01010-BMA16-FT2,
#4 HH12B-C6BR-E005-01010-BMA16-FT2

Install Enviro-Tec Direct-Drive Blower Coil Units:
- Qty (2) HDD-12 - 460V/3Ph (Tag: FCU-3,4)
- Qty (2) HDD-20 - 460V/3Ph (Tag: FCU-8,13)
- Horizontal Cabinet
- Chilled Water Cooling Coil
- Direct Drive Blower with EC Motor
- Electric Heat Coil
- Tags: FCU-3,4,8 - Right Hand Connection, FCU-13 Left Hand Connection ***Confirm Prior to Ordering**

NOTE: Right or left-hand connections are based on "supply air to back of head."

Includes removal and reinstall of ceiling tiles and T-bar to access equipment.
Reconnect to existing Duct systems.
Reconnect to existing controls devices (access to system must be provided by customer).
Reconnect to existing Electrical Disconnects, install new fuses.
Reconnect whips, or reconfigure whips as needed to accommodate new unit (up to 20 additional feet).
Install new Hose kits for each machine, after existing valves and strainers.
Reconnect and rework condensate to new system.
Install new custom Drain Pans and tie into overflow condensate.

NOTE: most of this equipment is in high difficulty situations, and will require additional manpower and lifting apparatus in most cases.
NOTE: owner to move any furniture such as cubicles, desks, book case, etc.

Warranty: 2-years parts & labor.
Lead Time: 8-10 weeks plus transit time.
Exclusions: permits & engineering; premium labor and any items not specified herein.
Also excludes Control Valves, BMS Integration, Water Testing & Balance, Any other item not listed above.

Total Proposal as Outlined Above.....	$101,224.95

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.
- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	Andrew Ching
Approval Signature:	DocuSigned by: Andrew Ching 5B8E4040A9944A3...
Date:	12/12/2025
PO# or Payment Method:	

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Quote #: 12096

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253	Date: Oct 8, 2025 Re: PD Server Rm | VRF Replacement Rev 1 Property: PV Police Department Address: 6433 E Lincoln Dr, Paradise Valley, AZ 85253

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe S.A.V.E. Contract ID: T22-001-29

Remove and dispose of existing Mitsubishi VRF System
Install new Carrier / Toshiba VRF Heat Pump System Nominal 24 Tons:
2ea MMY-MUP0961HT9P-UL 8 Ton 208/230-3 (Twinned Condensers) with 2ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

Stand-Alone / Independent / Backup (Also has independent refrigerant piping):
1ea VRF Heat Pump Condenser MMY-MUP0961HT9P-UL 8 Ton 208/230-3
1ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

VRF Notes:
- System is 2 Pipe Heat Pump.
- Twinned require separate power source to each module.
- Indoor Units are powered separately.
- VRF Pipe lengths to be verified by contractor prior to order to confirm that capacities and diversities are met.
- 2-week prior notice is required for jobsite Pre-Check and Start-Up Assistance.
- (CU-1) MCA/MOCP is 36.3/60

Reuse electrical feeders to equipment, with new fused disconnects.
Reuse low voltage communications for the system. New wall mounted interface controllers.
Includes factory designed Refrigerant Piping System, and factory pre-startup inspection.
For AHU's reuse condensate system, we shall flush and test operation of drains.
Includes new condensate pans.
Includes new traps.
Includes all labor and materials to complete the system.
Includes crane service.

NOTE: All AHU's have refrigerant ball vales so they may be isolated if needed for performing repairs, without hindering system operations.
NOTE: Refrigerant piping will need to be replace to accommodate new system, for proper refrigerant flow.
NOTE: The new VRF System are susceptible to jetty currents and other anomalous issue with old piping techniques, therefore we must replace the refrigerant piping to make sure there are no issues related to the piping.

VRF Warranty: 5 year on parts. 7 year compressor. 2 years labor.
Lead Time: 4 to 6 weeks; subject to prior sale.
Scheduling: All work to be conducted during normal business hours.
Exclusions: permits & engineering; premium labor and any items not specified herein.

Total Proposal as Outlined Above.....	**$81,854.11**

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	Andrew Ching
Approval Signature:	DocuSigned by: Andrew Ching 5B8E4040A9944A3...
Date:	12/12/2025
PO# or Payment Method:	

Contract No. CON-25-035-PBW-A2

PROFESSIONAL SERVICES
AMENDMENT NO. TWO

6401 East Lincoln Drive • Paradise Valley, Arizona 85253 • Phone: (480) 348-3622

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Contract:

Time Extension

Current Contract Expiration: January 13, 2026

New Contract Expiration: January 13, 2027

For the Additive Sum of $0.00

Original Contract Amount	$ 2,820.00
Sum of Previous Amendment	$ 183,079.06
Amount of this Amendment	$ 0.00
Present Contract Amount	$ 185,899.06

Time Extension (12 Additional months)

Your acceptance of this change shall constitute a modification to the Contract and will be performed subject to all the same terms and conditions in the Contract dated August 7, 2025, as fully as if the same were repeated in this acceptance.

Vendor hereby acknowledges receipt and agreement with this extension request.

Nicole Hoover / Commercial Account Manager
Printed Name / Title

The HVAC Company
Company Name

3120 W Carefree Highway, Suite 1817
Address

Phoenix, AZ 85086
City State Zip

Nicole Hoover 2/9/2026
Signature Date

This Amendment is hereby executed on:

February 11, 2026

Town of Paradise Valley, an Arizona municipal corporation

Robert Deserano
Robert Deserano, Public Works Superintendent

THIRD AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC.

THIS THIRD AMENDMENT TO THE LINKING AGREEMENT (this "Third Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and B2B Direct Sales, Inc., dba The HVAC Company, an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into the Linking Agreement No. CON-25-035-PBW dated August 7, 2025, for the Contractor to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance (the "Agreement").

B. The Town has determined that additional HVAC preventative maintenance services by the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this Third Amendment to provide for an increase in compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.

2. Compensation. The not-to-exceed compensation in the Agreement is amended from $ 185,899.06 in total to $245,899.06 per year.

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

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

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

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

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

"**Town**"

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

_____
Andrew Ching, Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Contractor**"

B2B DIRECT SALES, INC.,
an Arizona corporation

By: Nicole Hoover

Name: Nicole Hoover

Title: Commercial Account Manager

Action Report

File #: 26-072

AGENDA TITLE:
Discussion and Possible Action to Approve and Authorize the Town Manager to Execute the Following Contracts relating to the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project: (i) Amendment No. 1 to CON-25-001-ENG with Achen-Gardner Construction, LLC, establishing the guaranteed maximum price for construction; (ii) Task Order No. 1 to Agreement CON-26-020-ENG with Tristar Engineering and Management, Inc., for construction administration services; and (iii) Task Order No. 4 to Agreement CON-26-011-ENG with Quality Testing, LLC, for material testing services

RECOMMENDATION:
Authorize the Town Manager to execute the following contracts relating to the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project: (i) Amendment No. 1 to CON-25-001-ENG with Achen-Gardner Construction, LLC, establishing the guaranteed maximum price for construction; (ii) Task Order No. 1 to Agreement CON-26-020-ENG with Tristar Engineering and Management, Inc., for construction administration services; and (iii) Task Order No. 4 to Agreement CON-26-011-ENG with Quality Testing, LLC, for material testing services

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew Ching, Town Manager**
Chad Weaver, Community Development Director
Shar Johnson, Town Engineer
Sam Kayat, CIP Manager

DATE: **March 26, 2026**

DEPARTMENT: Community Development
Chad Weaver, 480-348-3522

AGENDA TITLE:
Mockingbird Lane (56th Street to Invergordon Road) – Construction Phase Agreements.

SUMMARY STATEMENT:
Town staff is requesting Council approval of three agreements related to the construction of the Mockingbird Lane Improvements Project. The three agreements are:

1. Guaranteed Maximum Price (GMP) Amendment to the CMAR agreement with Achen-Gardner Construction, LLC, in the amount of $17,523,846.14, for project construction.
2. Construction Administration Agreement with Tristar Engineering and Management, Inc., in an amount not to exceed $480,184.72. Tristar will provide construction management and inspection services during the project.
3. Material Testing Services Agreement with Quality Testing, LLC, in an amount not to exceed $99,770.00. Quality Testing will perform all construction material testing required as part of the project's quality assurance program.

RECOMMENDATION:

- Authorize the Town Manager to execute Amendment No. 1 to CMAR Agreement No. CON-25-001-ENG with Achen-Gardner Construction, LLC, in an amount not to exceed $17,523,846.14, establishing the Guaranteed Maximum Price (GMP) for construction of the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

- Authorize the Town Manager to execute Task Order No. 1 CON-26-020-ENG with Tristar Engineering and Management, Inc., in an amount not to exceed $480,184.72, for construction administration services for the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

- Authorize the Town Manager to execute Task Order No. 4 CON-26-011-ENG with Quality Testing, LLC, in an amount not to exceed $99,770.00, for material testing services for the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

BACKGROUND:
Mockingbird Lane between 56th Street and Invergordon Road is an east–west collector in the Town of Paradise Valley. It is currently striped as a two-lane roadway with bike lanes on each side and a sidewalk on the north side. The posted speed limit is 35 mph.

The project was first identified in the Town's Capital Improvement Program (CIP) in 2013, with funding allocated for the project in FY2018.

The project scope includes roadway and storm drainage improvements. The proposed improvements consist of installation of a storm drainage system, roadway resurfacing, addition of traffic calming features, and pavement markings for two travel lanes with bike lanes on each side. A brief history of the project's development is summarized below:

- Project Assessment (PA) was developed in March 2021 by the design consultant Kimley-Horn. This document presented three roadway improvement alternatives:

Alternative 1 – Meander	(2-lane + median, 45' wide)
Alternative 2 – No Meander	(2-lane + median, 45' wide)
Alternative 3 – Mill/Overlay	(2-lane, 33' wide, match existing footprint)

- **In May 2021**, staff directed the design consultant to proceed with Alternative 3 – Mill/Overlay with sidewalk on the south side and to investigate potential traffic calming measures.
- Traffic calming measures were developed (including the use of chicanes) and presented to Council on November 10, 2022. The Council directed staff to start public outreach efforts.
- A public meeting was held on November 30, 2022, at Town Hall where residents commented on removing the proposed sidewalk on the south side of Mockingbird Lane.
- 60% engineering design plans encompassing the use of chicanes without new sidewalks on the south side of the road were developed and submitted for staff's review in June 2023.
- **On November 9, 2023**, staff presented the 60% engineering plans to the Town Council, to seek further direction and comments on the proposed roadway improvements. The Council directed staff to re-evaluate meandering roadway as an alternative for this section of Mockingbird.
- **On February 8th, 2024**, staff presented available options for roadway improvements along with a cost estimate for each:

1) Roadway with chicanes.
2) Meandering Roadway with Medians.
3) Mill & Overlay - No Traffic Calming Features.

Council requested staff to provide renderings showing proposed improvements and incorporate landscaping in the concept. Staff indicated the possibility of incorporating median in the chicane option at 56th Street & Mockingbird and at the Invergordon Road & Mockingbird intersections to add visual enhancements to the project.

- **On May 23, 2024**, staff presented a hybrid traffic calming alternative to Council that included both medians and chicanes for the roadway improvements along with the cost estimates. Council decided on the hybrid alternative with additional directions outlined in the Council session summary.
- **On June 13, 2024**, Council study session, staff presented additional rendering and roll plots to address Council comments from May 23, 2024 meeting.
- **On June 27, 2024,** Council study session, staff presented modified chicanes locations to address Council comments during the June 13, 2024 meeting.
- **On September 23, 2024**, project open house which was held in Town Hall.
- **In August 2024**, Achen-Gardner was selected as the CMAR for this project through a qualification based competitive process.
- **In October 2024**, the Town engaged the services of Infrastructure Mavens, LLC, an independent cost estimator, to provide support in the anticipated negotiations with the CMAR.

- **On November 14, 2024**, staff:

1. Provided an update related to project open house to Council.
2. Recommended the approval of preconstruction services agreement with Achen-Gardner.

   Achen-Gardner Construction LLC was awarded the preconstruction services contract to perform utility potholing, constructability review, preparation of construction cost model and other services typically required in a Construction Manager at Risk (CMAR) contract.

- **In January 2025**, the design consultant updated the estimated construction cost for from $12,308,000 based on the 60% plans to $14,100,000 based on the 90% plans. This revision reflects refinements in design, materials, and scope as the project nears its final stages.
- **In March 2025**, the CMAR submitted their cost model (construction cost) for the project. The estimate came in at $20,600,000, higher than project estimate. Since this project is being delivered through the CMAR method, the quoted estimate serves as an initial benchmark rather than a fixed cost.
- **In April 2025**, the Town commenced negotiations with the CMAR with the objective of lowering the quoted construction costs. The Town, alongside

Infrastructure Mavens, LLC—an independent cost estimator— initiated negotiations with the contractor to lower the quoted construction costs.

- **On May 8, 2025**, Community Development Director Chad Weaver provided the following update on the Mockingbird Lane Improvement Project: Invergordon Rd to 56th St:
  1. Project construction plans are at the 90% design stage and there are no changes from the Council-approved concept for the roadway, medians, and chicane layout.
  2. Utility coordination is in process, potential conflicts have been identified, and relocation options are being evaluated.
  3. The engineer's estimate was revised from $12,308,000 based on the 60% plans to $14,100,000 based on the 90% plans.

  Town Attorney Andrew McGuire explained the two-step process for Construction Manager at Risk (CMAR) and Guaranteed Maximum Price project procurement process set forth in Tile 34 of state statute. The first step is selection of a contractor based on qualifications. Once selection is made, two separate contracts are then pursued and negotiated with the CMAR:

  1. Preconstruction services contract
     a. The contractor start first by preparing initial price. This price is a starting point.
     b. The owner and the contractor will negotiate to reach a final price, once an agreement is reached this price will be called Guaranteed Maximum Price (GMP).
  2. Construction contract with GMP. a. The contractor will perform the work at this price.

  Mr. Weaver reported that the preconstruction services contract was awarded to Achen-Gardner Construction, LLC on November 14, 2024 and they have been performing utility potholing, constructability review, and preparation of cost modeling. Their initial construction cost estimate was $20,600,000. The next step is for staff and a third-party consultant to review the cost estimate and negotiate a guaranteed maximum price. A CMAR GMP contract would be presented to Council for consideration in January 2026.

  The Council discussed in detail the construction cost estimate and options to negotiate the price or abandon and restart the procurement process. There was also interest in thoughtfully expediting the construction contract review process and reporting back to Council as soon as possible so the Council could provide direction on next steps.

- **On February 26, 2026,** staff provided a project update to Council during a study session. Capital Projects Manager Sam Kayat presented an update on the Mockingbird Lane Improvement Project between Invergordon Road and 56th Street. He summarized the two-step Construction Manager at Risk (CMAR) procurement process used to select a contractor and negotiate the Guaranteed Maximum Price (GMP). He also provided an update on utility coordination and relocations and discussed the contractor's project costs and funding. The update included the following items that have occurred since the last Council update on May 8, 2025:

1. In June 2025, the project consultant submitted the 100% design plans, specifications, and engineer's estimate. The estimate was refined to $14,778,000.
2. Utility coordination is ongoing. All utility providers are finalizing their relocation plans.
3. The City of Phoenix has asserted prior rights to existing waterlines within the project limits. Any required relocation of these waterlines due to conflicts with the proposed drainage improvements will be the responsibility of the Town.
4. In October 2025, Achen-Gardner Construction, LLC submitted a draft Guaranteed Maximum Price (GMP) in the amount of $20,432,835. Town staff reviewed the draft GMP and initiated negotiations with the contractor, providing detailed comments and proposing revisions to the contractor's cost structure.
5. In January 2026, the contractor submitted a revised final GMP of $17,490,768.
6. The Flood Control District of Maricopa County (FCDMC) modified its project funding participation formula, resulting in a reduction of its contribution from approximately $9 million to approximately $8 million.

The Council discussed the project and provided direction to proceed to the construction phase.

General Plan:
The project supports several General Plan goals, including the following:

- Environmental Planning and Water resources – EPW 7.1, 7.7
  The project's proposed design seeks to improve the stormwater quality and quantity of the existing drainage system and to reduce damage due to stormwater flows, while integrating into road improvement.
- Mobility – M1.1, 1.14, 2.1, 2.3 and 2.4
  The current project design accounts for vehicle, bicycle, and pedestrian traffic, which accommodates all users in the area for both mobility and recreation. In addition, the design includes horizontal traffic control measures to reduce vehicle speeds, provide traffic calming, and improve efficiency through the project limits.

BUDGETARY IMPACT:
The project is scheduled for construction in FY26 and FY27. The Flood Control District of Maricopa County (FCD) is participating in the cost of design and construction of the drainage component of the project. The roadway portion will be funded entirely by the Town.

The tables below summarize the cost of the three agreements associated with this project.

Construction GMP			
Item	**Combined Cost**	**Town Cost**	**FCD Cost**
Roadway Improvements	$3,728,318	$3,728,318	0
Drainage Improvements	$13,795,528	$5,847,764	$7,947,764
Total	**$17,523,846**	**$9,576,082**	**$7,947,764**

Construction Administration			
Item	**Combined Cost**	**Town Cost**	**FCD Cost**
Roadway Improvements	$100,839	$100,839	$0
Drainage Improvements	$379,346	$132,771	$246,575
Total	**$480,185**	**$233,610**	**$246,575**

Material Testing			
Item	**Combined Cost**	**Town Cost**	**FCD Cost**
Roadway Improvements	$20,952	$20,952	$0
Drainage Improvements	$78,818	$27,586	$51,232
Total	**$99,770**	**$48,538**	**$51,232**

Total			
Item	**Combined Cost**	**Town Cost**	**FCD Cost**
Roadway Improvements	$3,850,109	$3,850,109	$0
Drainage Improvements	$14,253,692	$6,008,121	$8,245,571

Total	**$18,103,801**	**$9,858,230**	**$8,245,571**

The Town CIP budget for FY26 and FY27 for roadway and drainage improvements is shown below.

Project CIP Budget			
Item	**FY26 (Adopted)**	**FY27 (Anticipated)**	**FY26 + FY27 (Combined)**
Roadway Improvements	$1,000,000	$ 3,500,000	$ 4,500,000
Drainage Improvements	$ 5,000,000	$ 9,500,000	$ 14,500,000
Total	**$ 6,000,000**	**$ 13,000,000**	**$ 19,000,000**

ATTACHMENT(S):

A. Staff Report.
B. Presentation.
C. GMP Amendment to CMAR Achen-Gardner.
D. Construction Administration Agreement with Tristar.
E. Material Testing Agreement with Quality Testing.

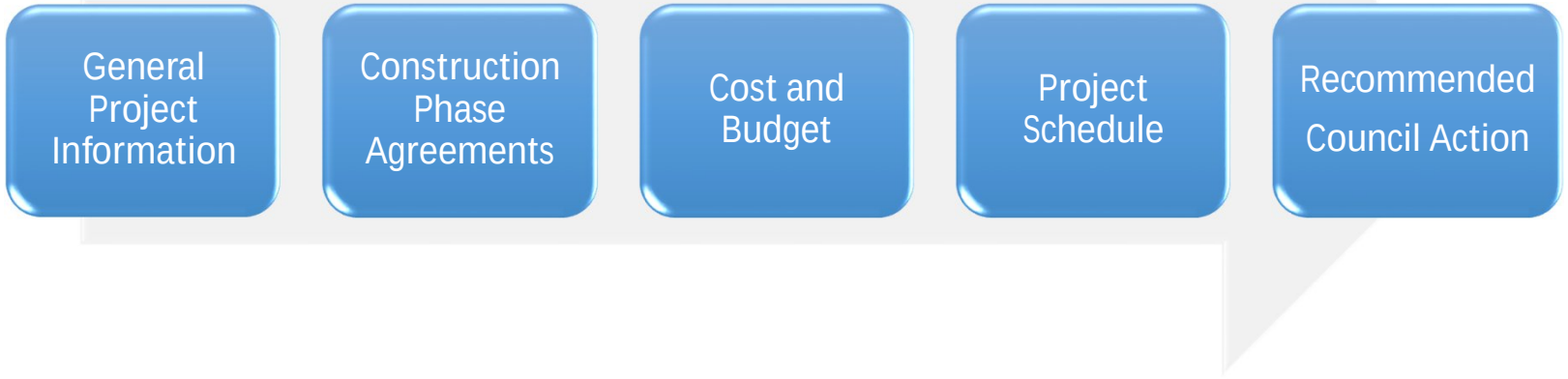
Mockingbird Ln
56th St to Invergordon Rd
Roadway and Drainage Improvements

CIP Project No. 2021-03 Roadway
CIP Project No. 2021-12 Drainage

Construction Phase Agreements

March 26, 2026

Presentation Overview



Project Location



CMAR

The Construction Manager at Risk (CMAR) Difference.

Under the CMAR delivery method, a contractor is selected based on qualifications. Two contracts are then negotiated:

1. Preconstruction Services Contract – The contractor assists with design, cost estimating, and project planning, leading to negotiation of a Guaranteed Maximum Price (GMP).

2. Construction Contract (GMP) – Once the GMP is agreed upon, the contractor performs the construction work for that amount.

Town General Plan

General Plan

The project supports several General Plan goals, including the following:

Environmental Planning and Water Resources – EPW 7.1, 7.7
The proposed design introduces a new storm drainage system to capture and convey runoff, improving stormwater management and reducing potential damage from stormwater flows while integrating with the roadway improvements.

Mobility – M1.1, M1.14, M2.1, M2.3, and M2.4
The design accommodates vehicles, bicycles, and pedestrians while incorporating horizontal traffic control measures to reduce speeds, provide traffic calming, and improve traffic operations.

Construction Phase Agreements

Three new agreements are required.

1. Construction (GMP Amendment)
2. Construction Administration Agreement
3. Material Testing Services Agreement

Construction

Guaranteed Maximum Price (GMP) Amendment to the CMAR agreement with Achen-Gardner Construction, LLC, in the amount of $17,523,846.14 for project construction.

GMP (Construction Cost)

Item	Combined Cost	Town Cost	FCD Cost
Roadway Improvements	$3,728,318	$3,728,318	$0
Drainage Improvements	$13,795,528	$5,847,764	$7,947,764
Total	$17,523,846	$9,576,082	$7,947,764

Construction Administration

Construction Administration (CA) Agreement with Tristar Engineering and Management, Inc., in an amount not to exceed $480,184.72. Tristar will provide construction administration and inspection services during construction.

CA Cost

Item	Combined Cost	Town Cost	FCD Cost
Roadway Improvements	$100,839	$100,839	$0
Drainage Improvements	$379,346	$132,771	$246,575
Total	$480,185	$233,610	$246,575

Material Testing

Material Testing Services Agreement with Quality Testing, LLC, in an amount not to exceed $99,770.00. Quality Testing will perform all construction material testing required as part of the project's quality assurance program.

Material Testing Cost

Item	Combined Cost	Town Cost	FCD Cost
Roadway Improvements	$20,952	$20,952	$0
Drainage Improvements	$78,818	$27,586	$51,232
Total	$99,770	$48,538	$51,232

Cost and Budget

New Agreements Total Cost

Item	Combined Cost	Town Cost	FCD Cost
Roadway Improvements	$3,850,109	$3,850,109	$0
Drainage Improvements	$14,253,692	$6,008,121	$8,245,571
Total	$18,103,801	$9,858,230	$8,245,571

CIP Budget

Item	FY26	FY27	Combined
Roadway Improvements	$ 1,000,000	$ 3,500,000	$4,500,000
Drainage Improvements	$ 5,000,000	$ 9,500,000	$ 14,500,000
Total	**$ 6,000,000**	**$ 13,000,000**	**$ 19,000,000**

Project Schedule

Task	Date
CMAR preconstruction services contract	November 14, 2024
Utility potholing start	December 2024
90% Design	January 2025
100% Design	June 2025
Utility relocations	June 2025 to April 2026
Draft GMP*	October 2025
Final GMP	January 2026
GMP construction contract (**)	March 2026
Construction start	May 2026
Estimated Construction duration	6 - 8 Months

* GMP = Guaranteed Maximum Price
** Next council action

Recommended Action

1. •Authorize the Town Manager to execute Amendment No. 1 to CMAR Agreement No. CON-25-001-ENG with Achen-Gardner Construction, LLC, in an amount not to exceed $17,523,846.14, establishing the Guaranteed Maximum Price (GMP) for construction of the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

2. •Authorize the Town Manager to execute Task Order No. 1 CON-26-020-ENG with Tristar Engineering and Management, Inc., in an amount not to exceed $480,184.72 for construction administration services for the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

3. •Authorize the Town Manager to execute Task Order No. 4 CON-26-011-ENG with Quality Testing, LLC, in an amount not to exceed $99,770.00 for material testing services for the Mockingbird Lane (56th Street to Invergordon Road) Improvement Project.

Thank You!



Questions?

The following slides are included for reference only

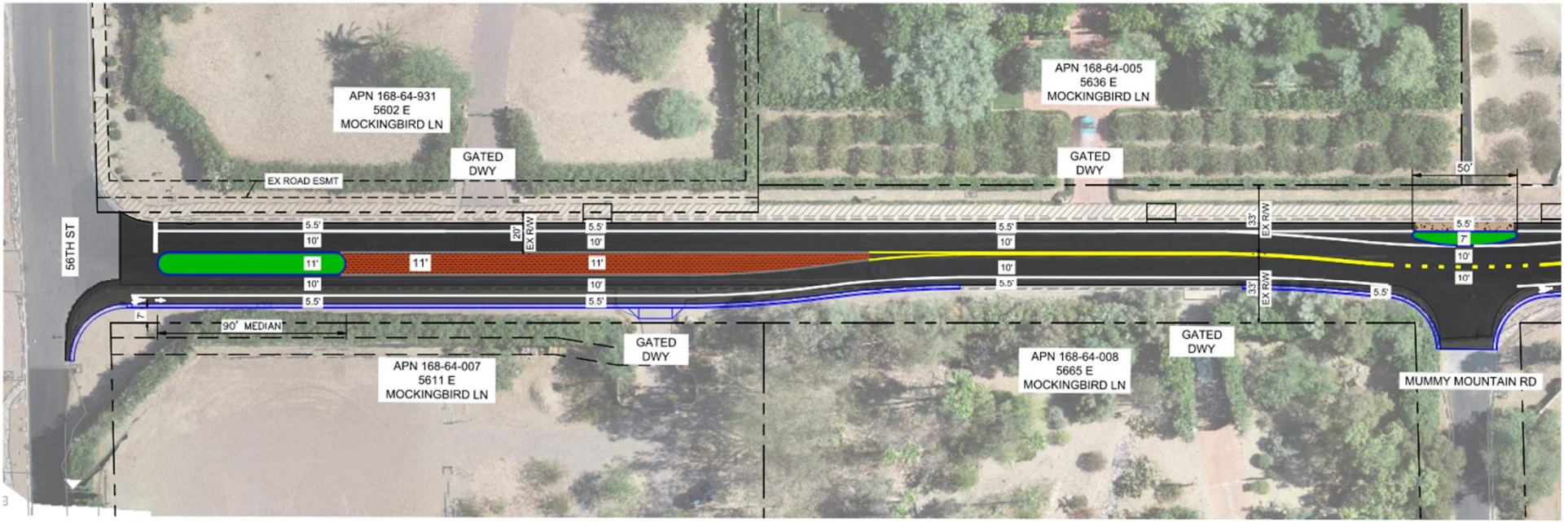
February 26, 2026 Study Session

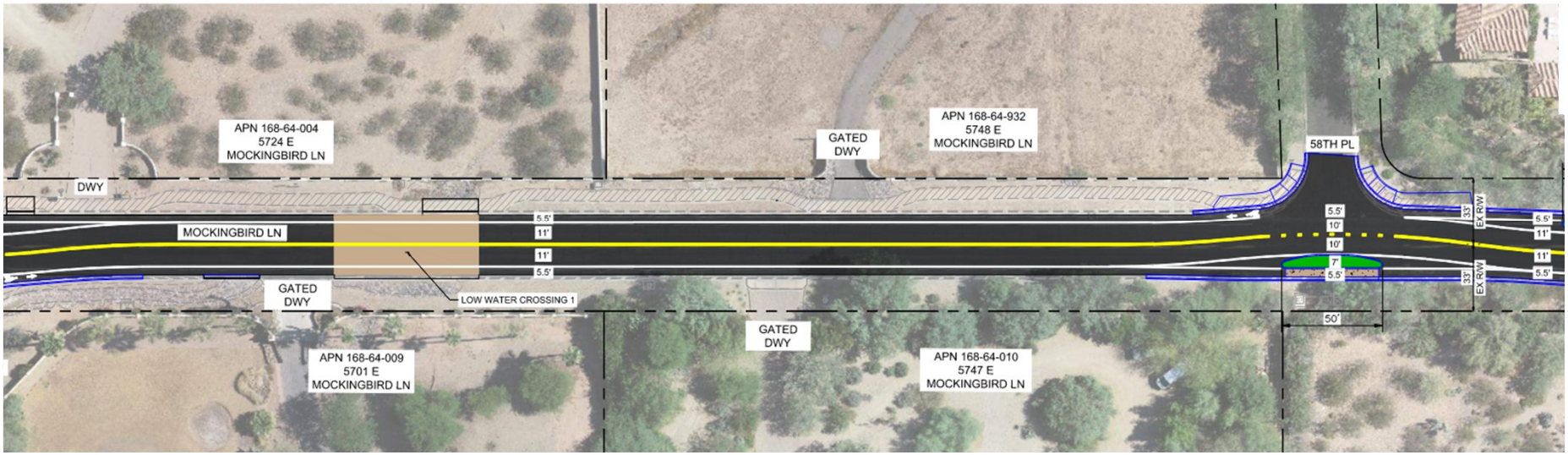
February 26, 2026 Town Council Meeting Minutes:
staff provided a project update to Council during a study session. Capital Projects Manager Sam Kayat presented an update on the Mockingbird Lane Improvement Project between Invergordon Road and 56th Street. He summarized the two-step Construction Manager at Risk (CMAR) procurement process used to select a contractor and negotiate the Guaranteed Maximum Price (GMP). He also provided an update on utility coordination and relocations and discussed the contractor's project costs and funding.

The update included the following items that have occurred since the last Council update on May 8, 2025:

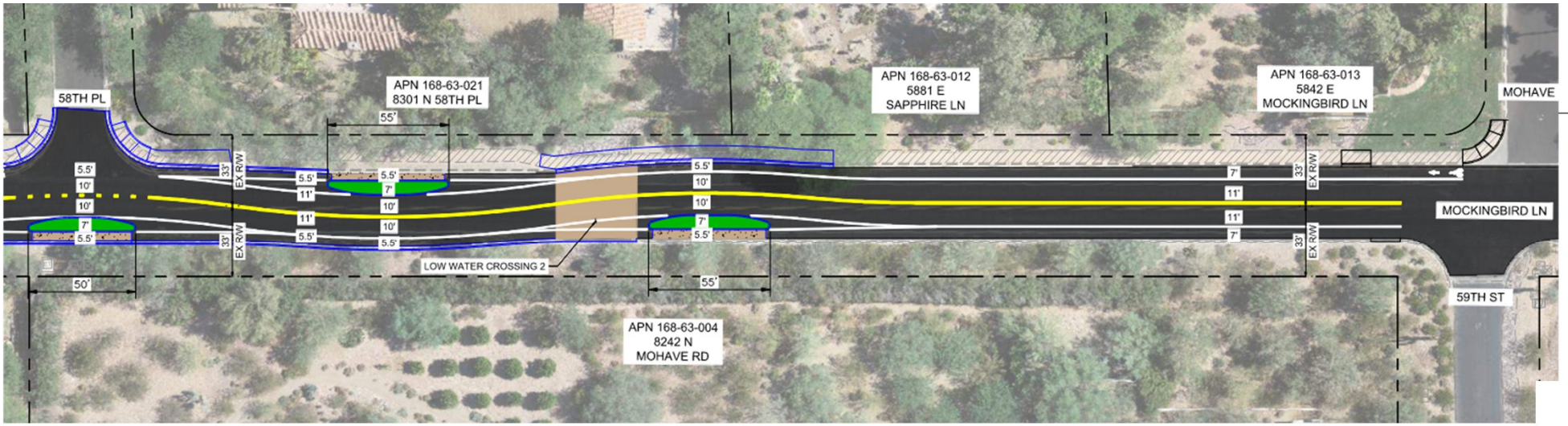
- In June 2025, the project consultant submitted the 100% design plans, specifications, and engineer's estimate. The estimate was refined to $14,778,000.
- Utility coordination is ongoing. All utility providers are finalizing their relocation plans.
- The City of Phoenix has asserted prior rights to existing waterlines within the project limits. Any required relocation of these waterlines due to conflicts with the proposed drainage improvements will be the responsibility of the Town.
- In October 2025, Achen-Gardner Construction, LLC submitted a draft Guaranteed Maximum Price (GMP) in the amount of $20,432,835. Town staff reviewed the draft GMP and initiated negotiations with the contractor, providing detailed comments and proposing revisions to the contractor's cost structure.
- In January 2026, the contractor submitted a revised final GMP of $17,490,768.
- The Flood Control District of Maricopa County (FCDMC) modified its project funding participation formula, resulting in a reduction of its contribution from approximately $9 million to approximately $8 million.

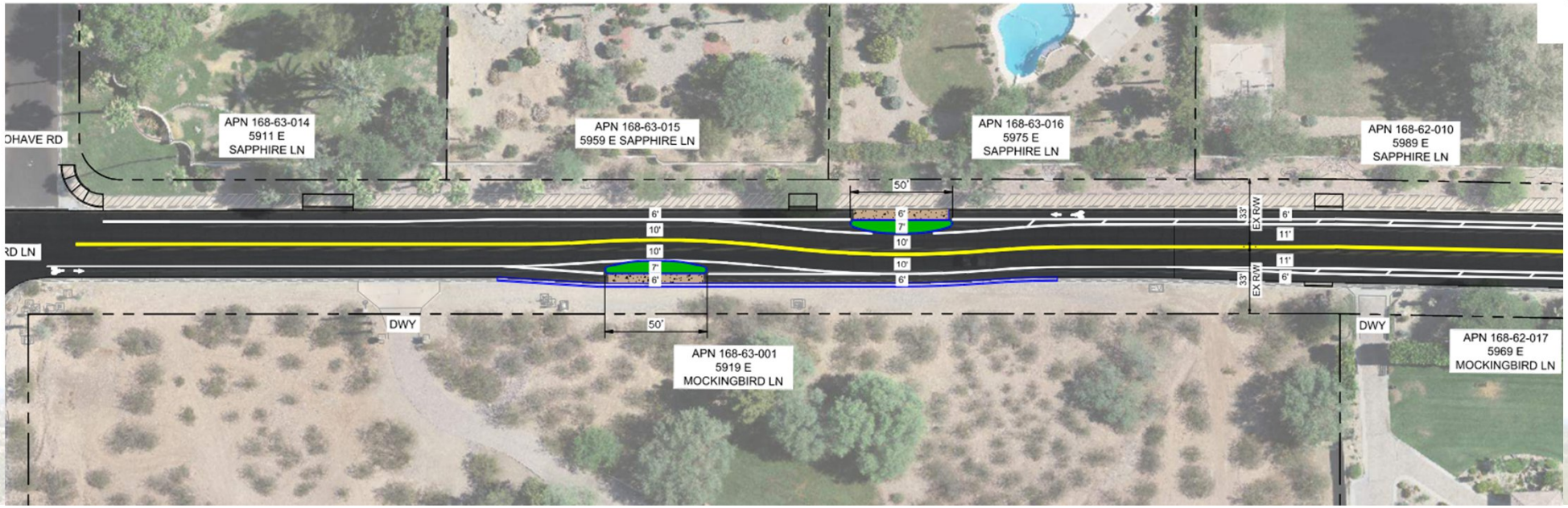
The Council discussed the project and provided direction to proceed to the construction phase.


APN 168-64-931
5602 E
MOCKINGBIRD LN
APN 168-64-005
5636 E
MOCKINGBIRD LN
GATED
DWY
GATED
DWY
EX ROAD ESMT
56TH ST
5.5'
10'
11'
11'
10'
5.5'
20'
EX R/W
33'
EX R/W
50'
7'
90' MEDIAN
APN 168-64-007
5611 E
MOCKINGBIRD LN
GATED
DWY
APN 168-64-008
5665 E
MOCKINGBIRD LN
GATED
DWY
MUMMY MOUNTAIN RD

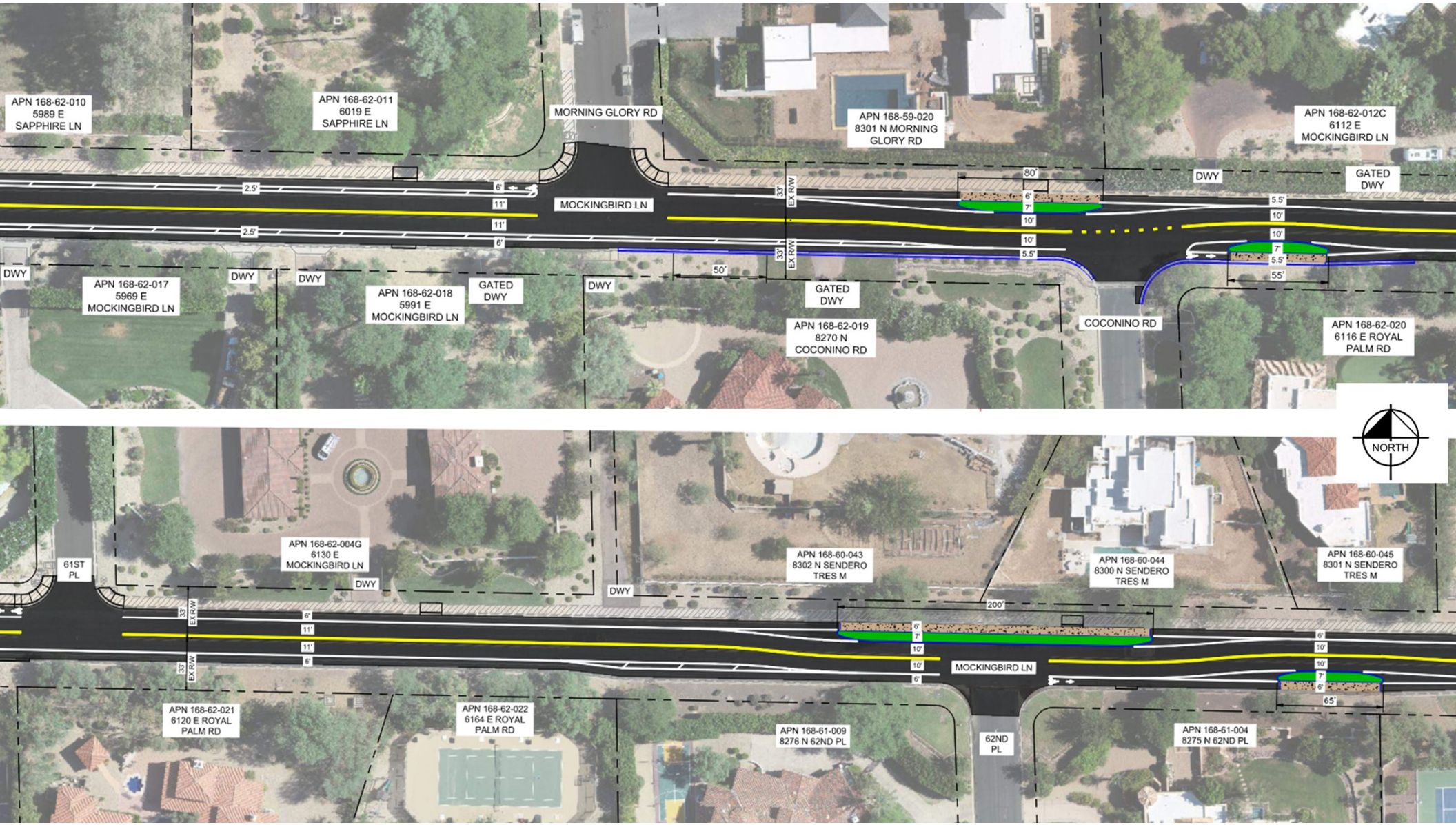

APN 168-64-004
5724 E
MOCKINGBIRD LN
GATED
DWY
APN 168-64-932
5748 E
MOCKINGBIRD LN
58TH PL
DWY
MOCKINGBIRD LN
5.5'
11'
11'
5.5'
33'
EX R/W
GATED
DWY
LOW WATER CROSSING 1
50'
GATED
DWY
APN 168-64-009
5701 E
MOCKINGBIRD LN
APN 168-64-010
5747 E
MOCKINGBIRD LN

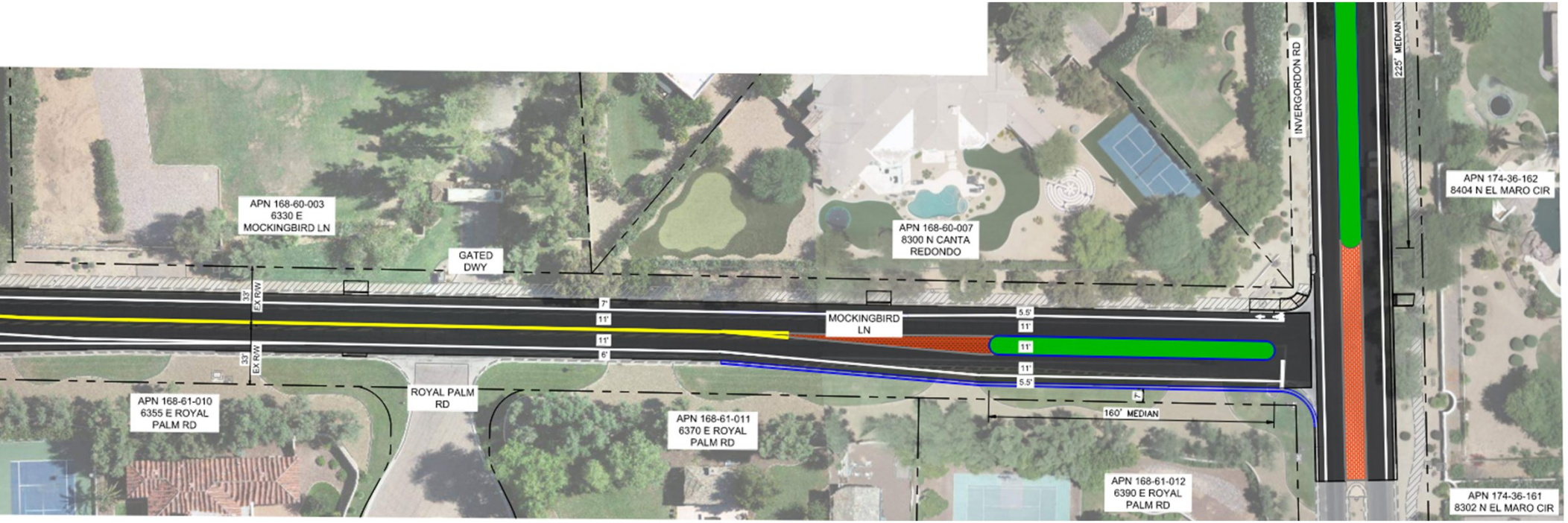

NORTH


58TH PL
APN 168-63-021
8301 N 58TH PL
APN 168-63-012
5881 E
SAPPHIRE LN
APN 168-63-013
5842 E
MOCKINGBIRD LN
MOHAVE
MOCKINGBIRD LN
59TH ST
LOW WATER CROSSING 2
APN 168-63-004
8242 N
MOHAVE RD
EX R/W
55'
50'


APN 168-63-014
5911 E
SAPPHIRE LN
APN 168-63-015
5959 E SAPPHIRE LN
APN 168-63-016
5975 E
SAPPHIRE LN
APN 168-62-010
5989 E
SAPPHIRE LN
DWY
DWY
APN 168-63-001
5919 E
MOCKINGBIRD LN
APN 168-62-017
5969 E
MOCKINGBIRD LN
EX R/W
50'

NORTH


APN 168-62-010
5989 E
SAPPHIRE LN
APN 168-62-011
6019 E
SAPPHIRE LN
MORNING GLORY RD
APN 168-59-020
8301 N MORNING
GLORY RD
APN 168-62-012C
6112 E
MOCKINGBIRD LN
MOCKINGBIRD LN
EX R/W
80'
DWY
GATED
DWY
APN 168-62-017
5969 E
MOCKINGBIRD LN
APN 168-62-018
5991 E
MOCKINGBIRD LN
GATED
DWY
50'
GATED
DWY
APN 168-62-019
8270 N
COCONINO RD
COCONINO RD
APN 168-62-020
6116 E ROYAL
PALM RD
NORTH
APN 168-62-004G
6130 E
MOCKINGBIRD LN
61ST
PL
APN 168-60-043
8302 N SENDERO
TRES M
APN 168-60-044
8300 N SENDERO
TRES M
APN 168-60-045
8301 N SENDERO
TRES M
200'
MOCKINGBIRD LN
APN 168-62-021
6120 E ROYAL
PALM RD
APN 168-62-022
6164 E ROYAL
PALM RD
APN 168-61-009
8276 N 62ND PL
62ND
PL
APN 168-61-004
8275 N 62ND PL
65'


APN 168-60-003
6330 E
MOCKINGBIRD LN
GATED
DWY
APN 168-60-007
8300 N CANTA
REDONDO
INVERGORDON RD
225' MEDIAN
APN 174-36-162
8404 N EL MARO CIR
33'
EX R/W
33'
EX R/W
7'
11'
11'
6'
MOCKINGBIRD
LN
5.5'
11'
11'
11'
5.5'
APN 168-61-010
6355 E ROYAL
PALM RD
ROYAL PALM
RD
APN 168-61-011
6370 E ROYAL
PALM RD
160' MEDIAN
APN 168-61-012
6390 E ROYAL
PALM RD
APN 174-36-161
8302 N EL MARO CIR
NORTH

Median – Looking West Down Mockingbird Lane from Invergordon Road



Transition – Looking Northwest at the Intersection of Mockingbird Lane and Invergordon Road



Median – Looking East Down Mockingbird Lane from 56th Street



Chicanes along Mockingbird Lane



Project History

BACKGROUND:
Mockingbird Lane between 56th Street and Invergordon Road is an east–west collector in the Town of Paradise Valley. It is currently striped as a two-lane roadway with bike lanes on each side and a sidewalk on the north side. The posted speed limit is 35 mph.

The project was first identified in the Town's Capital Improvement Program (CIP) in 2013, with funding allocated for the project in FY2018.

The project scope includes roadway and storm drainage improvements. The proposed improvements consist of installation of a storm drainage system, roadway resurfacing, addition of traffic calming features, and pavement markings for two travel lanes with bike lanes on each side. A brief history of the project's development is summarized below:

- Project Assessment (PA) was developed in March 2021 by the design consultant Kimley-Horn. This document presented three roadway improvement alternatives:

  Alternative 1 – Meander (2-lane + median, 45' wide)
  Alternative 2 – No Meander (2-lane + median, 45' wide)
  Alternative 3 – Mill/Overlay (2-lane, 33' wide, match existing footprint)

Project History

- In May 2021, staff directed the design consultant to proceed with Alternative 3 – Mill/Overlay with sidewalk on the south side and to investigate potential traffic calming measures.
- Traffic calming measures were developed (including the use of chicanes) and presented to Council on November 10, 2022. The Council directed staff to start public outreach efforts.
- A public meeting was held on November 30, 2022, at Town Hall where residents commented on removing the proposed sidewalk on the south side of Mockingbird Lane.
- 60% engineering design plans encompassing the use of chicanes without new sidewalks on the south side of the road were developed and submitted for staff's review in June 2023.
- On November 9, 2023, staff presented the 60% engineering plans to the Town Council, to seek further direction and comments on the proposed roadway improvements. The Council directed staff to re-evaluate meandering roadway as an alternative for this section of Mockingbird.
- On February 8th, 2024, staff presented available options for roadway improvements along with a cost estimate for each:
  - Roadway with chicanes.
  - Meandering Roadway with Medians.
  - Mill & Overlay - No Traffic Calming Features.

  Council requested staff to provide renderings showing proposed improvements and incorporate landscaping in the concept. Staff indicated the possibility of incorporating median in the chicane option at 56th Street & Mockingbird and at the Invergordon Road & Mockingbird intersections to add visual enhancements to the project.

Project History

- On May 23, 2024, staff presented a hybrid traffic calming alternative to Council that included both medians and chicanes for the roadway improvements along with the cost estimates. Council decided on the hybrid alternative with additional directions outlined in the Council session summary.
- On June 13, 2024, Council study session, staff presented additional rendering and roll plots to address Council comments from May 23, 2024 meeting.
- On June 27, 2024 Council study session, staff presented modified chicanes locations to address Council comments during the June 13, 2024 meeting.
- On September 23, 2024, project open house which was held in Town Hall.
- In August 2024, Achen-Gardner was selected as the CMAR for this project through a qualification based competitive process.
- On November 14, 2024, staff:

1. Provided an update related to project open house to Council and,
2. Recommended the approval of preconstruction services agreement with Achen-Gardner. The agreement was approved by the Council.
3. Achen-Gardner Construction LLC was awarded the preconstruction services contract to perform utility potholing, constructability review, preparation of construction cost model and other services typically required in a Construction Manager at Risk (CMAR) contract.

Project History

- In January 2025, the design consultant updated the estimated construction cost for from $12,308,000 based on the 60% plans to $14,100,000 based on the 90% plans. This revision reflects refinements in design, materials, and scope as the project nears its final stages.
- In March 2025, the CMAR submitted their cost model (construction cost) for the project. The estimate came in at $20,600,000, higher than project estimate. Since this project is being delivered through the CMAR method, the quoted estimate serves as an initial benchmark rather than a fixed cost.
- In April 2025, the Town commenced negotiations with the CMAR with the objective of lowering the quoted construction costs. The Town, alongside Infrastructure Mavens, LLC—an independent cost estimator— initiated negotiations with the contractor to lower the quoted construction costs.

- On May 8, 2025, Community Development Director Chad Weaver provided the following update on the Mockingbird Lane Improvement Project: Invergordon Rd to 56th St:
- Project construction plans are at the 90% design stage and there are no changes from the Council-approved concept for the roadway, medians, and chicane layout.
- Utility coordination is in process, potential conflicts have been identified, and relocation options are being evaluated.
- The engineer's estimate was revised from $12,308,000 based on the 60% plans to $14,100,000 based on the 90% plans

Project History

May 8, 2025, meeting notes continue...
Town Attorney Andrew McGuire explained the two-step process for Construction Manager at Risk (CMAR) and Guaranteed Maximum Price project procurement process set forth in Tile 34 of state statute. The first step is selection of a contractor based on qualifications. Once selection is made, two separate contracts are then pursued and negotiated with the CMAR:

1. Preconstruction services contract
a. The contractor start first by preparing initial price. This price is a starting point.
b. The owner and the contractor will negotiate to reach a final price, once an agreement is reached this price will be called Guaranteed Maximum Price (GMP).
2. Construction contract with GMP. a. The contractor will perform the work at this price.

Mr. Weaver reported that the preconstruction services contract was awarded to Achen-Gardner Construction, LLC on November 14, 2024 and they have been performing utility potholing, constructability review, and preparation of cost modeling. Their initial construction cost estimate was $20,600,000. The next step is for staff and a third-party consultant to review the cost estimate and negotiate a guaranteed maximum price. A CMAR GMP contract would be presented to Council for consideration in January 2026.

The Council discussed in detail the construction cost estimate and options to negotiate the price or abandon and restart the procurement process. There was also interest in thoughtfully expediting the construction contract review process and reporting back to Council as soon as possible so the Council could provide direction on next steps.

Project History

On February 26, 2026, staff provided a project update to Council during a study session. Capital Projects Manager Sam Kayat presented an update on the Mockingbird Lane Improvement Project between Invergordon Road and 56th Street. He summarized the two-step Construction Manager at Risk (CMAR) procurement process used to select a contractor and negotiate the Guaranteed Maximum Price (GMP). He also provided an update on utility coordination and relocations and discussed the contractor's project costs and funding. The update included the following items that have occurred since the last Council update on May 8, 2025:

- In June 2025, the project consultant submitted the 100% design plans, specifications, and engineer's estimate. The estimate was refined to $14,778,000.
- Utility coordination is ongoing. All utility providers are finalizing their relocation plans.
- The City of Phoenix has asserted prior rights to existing waterlines within the project limits. Any required relocation of these waterlines due to conflicts with the proposed drainage improvements will be the responsibility of the Town.
- In October 2025, Achen-Gardner Construction, LLC submitted a draft Guaranteed Maximum Price (GMP) in the amount of $20,432,835. Town staff reviewed the draft GMP and initiated negotiations with the contractor, providing detailed comments and proposing revisions to the contractor's cost structure.
- In January 2026, the contractor submitted a revised final GMP of $17,490,768.
- The Flood Control District of Maricopa County (FCDMC) modified its project funding participation formula, resulting in a reduction of its contribution from approximately $9 million to approximately $8 million.

The Council discussed the project and provided direction to proceed to the construction phase.

FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
ACHEN-GARDNER CONSTRUCTION, LLC

THIS FIRST AMENDMENT to the Construction Manager at Risk (CMAR) Agreement (this "First Amendment") is entered into as of _____, 2026, by and between the Town of Paradise Valley, an Arizona municipal corporation (the "Town") and Achen-Gardner Construction, LLC, an Arizona limited liability company (the "Construction Manager).

RECITALS

A. The Town and Construction Manager entered that certain Construction Manager at Risk Agreement dated November 10, 2024 (the "Agreement"), for horizontal construction related to street and drainage improvements to a section of Mockingbird Land between 56th Street and Invergordon, and other items as deemed necessary by the Town ("the Project").

B. The Agreement covered Pre-Construction Phase services only and provided that any Construction Phase services would need to take the form of an amendment to the Agreement.

C. The Town and Construction Manager have since negotiated the Construction Phase scope of services and the Guaranteed Maximum Price ("GMP") for said services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The scope of work to be completed pursuant to this First Amendment is set forth in Exhibit 1, and the Guaranteed Maximum Price, including the Construction Phase Fee, for such Work is $17,523,846.14. The Town and Construction Manager agree that this First Amendment shall be effective solely as an agreement for the Scope of Work set forth in Exhibit 1, and that such work shall not commence until the Town has issued a Notice to Proceed. The following exhibits are incorporated into this First Amendment as if fully set forth herein:

A. Exhibit 1 (Scope of Work).

B. Exhibit 2 (GMP Cost Breakdown).

C. Exhibit 3 (Construction Documents).

E. Exhibit 4 (Substantial Completion date and Schedule).

3. Exhibits to Existing Agreement. The following exhibits are hereby approved as attached hereto and are hereby incorporated into the Agreement by reference:

Exhibit J – Performance Bond.

Exhibit K – Payment Bond.

4. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of the Agreement shall prevail.

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

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

7. No Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Construction Manager warrants and certifies that it does not currently, and agrees for the duration of the Agreement, that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Construction Manager becomes aware that it is not in compliance with this paragraph, the Construction Manager shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Construction Manager fails to provide a written certification that the Construction Manager has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on the contract termination date.

8. Order of Precedence. If there is any discrepancy between the terms and conditions of this First Amendment, the Agreement, Exhibit 1 to this First Amendment (Scope of Services), and Exhibit F to the Agreement (Construction Manager's Response to the RFQ), the documents shall govern in that order.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date indicated above.

"**Town**"

Town of Paradise Valley,
an Arizona municipal corporation

By:_____
Andrew Ching, Town Manager

Attest:

_____
Duncan Miller, Town Clerk

Approved as to form:

_____
Andrew McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"**Construction Manager**"

Achen-Gardner Construction, LLC,
an Arizona limited liability company

By:_____
Dan Spitza, PE, VMA
Title: President

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On _____, 2026, before me personally appeared Dan Spitza, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, representing Achen-Gardner Construction, LLC, an Arizona limited liability company, as its President, and acknowledged that he signed this document on behalf thereof.

_____
Notary Public

(Seal and Expiration Date)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG

[Scope of Work]

See following page.

EXHIBIT C: GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL: DOUBLE-HEADING APPROACH

February 13, 2026

E-Mailed: 02/13/2026
skayat@paradisevalleyaz.gov

Mr. Sam Kayat, P.E.
Senior Engineer – CIP Manager
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85 253

RE: Roadway and Drainage Improvements, Mockingbird Lane from 56th Street to Invergordon Road
Town of Paradise Valley Project No. 2021-03 & 2021-12
Achen-Gardner Project No. 4137100

Subject: Guaranteed Maximum Price (GMP) Proposal – Double-Heading Approach

Dear Mr. Kayat:

Achen-Gardner proposes to complete the all-inclusive scope of work for the not-to-exceed Guaranteed Maximum Price (GMP) of **$17,523,846.14**. This price includes mark-ups and a Town Contingency in the amount of $177,346.27 (Town Contingency is not guaranteed). This GMP amount is based on the 100% design documents and on the cost reduction options accepted by the Town over the course of negotiating the GMP and incorporated herein.

Please feel free to contact me with any questions or comments by phone at (602) 376-0356 or by e-mail at chall@achen.com or Israel at (602) 727-5351 or isantillan@achen.com. We are looking forward to another successful project with the Town of Paradise.

Sincerely,

Christie Hall, Pre-construction Manager
Achen-Gardner Construction, LLC

Cc: Bryan Mueller, Christie Hall, Dan Spitza, David Maximoff, Project File

EXHIBIT C.1: INDEX OF EXHIBITS
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

GMP COVER LETTER ..... PAGE 1

EXHIBIT C.1: INDEX OF EXHIBITS ..... PAGE 2

EXHIBIT C.2: DETAILED SCOPE..... PAGES 3 - 5

EXHIBIT C.3: DOCUMENTS..... PAGE 6

EXHIBIT C.4: ALLOWANCES..... PAGES 7 - 9

EXHIBIT C.5: ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS..... PAGES 10 - 12

EXHIBIT C.6: PROJECT SCHEDULE & SUBSTANTIAL COMPLETION..... PAGES 13 - 14

EXHIBIT C.7: ALTERNATE PRICES..... PAGES 15 - 16

EXHIBIT C.8: SCHEDULE OF VALUES (SOV)(INCLUDES UNIT PRICES)..... PAGES 17 - 24

EXHIBIT C.8.1: SCHEDULE OF VALUES–WATER LINE RELOCATIONS SHARED COST DETAIL..... PAGES 25 - 26

EXHIBIT C.9: ADDITIONAL SERVICES..... PAGE 27

EXHIBIT C.10: ACCEPTANCE PERIOD FOR GMP PROPOSAL..... PAGE 28

EXHIBIT C.11: RECOMMENDED SUBCONTRACTOR & SUPPLIERS AND RELATED QUOTES..... PAGES 29 - 53

EXHIBIT C.12: TRAFFIC CONTROL PLANS..... PAGES 54 - 64

EXHIBIT C.2: DETAILED SCOPE (3 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

OVERALL PROJECT DESCRIPTION

The Town of Paradise Valley is undertaking a project to mitigate flooding and provide improved traffic safety measures on Mockingbird Lane and Invergordon Road. This project will provide much-needed drainage improvements to Mockingbird Lane between North 56th Street and North Invergordon Road and to Invergordon Road between Mockingbird Lane and the Indian Bend Wash by changing the current sheet flow drainage pattern to underground collection and directing storm water into the Indian Bend Wash. Approximately one mile of roadway reconstruction is included, providing rehabilitation of the pavement, traffic calming and safety enhancements to the bicycle lanes, and visually significant corridor elements to enhance the community character of this residential corridor and create consistency with other roads in the area.

The project includes waterline realignments, storm drain improvements, roadway improvements, traffic calming features, hardscape, and landscaping. Following are the critical milestone dates:

MILESTONE	DATE
Council Study Session	02/26/26
Council Approval Session	03/12/26 or 03/26/26
Executed Contract Amendment	04/01/26
Dry Utility Relocations Completed	05/31/26
Water Line Relocations Begin	04/06/26
Begin Project Improvements	06/01/26
Fabrication of all box culvert sections completed	07/06/26

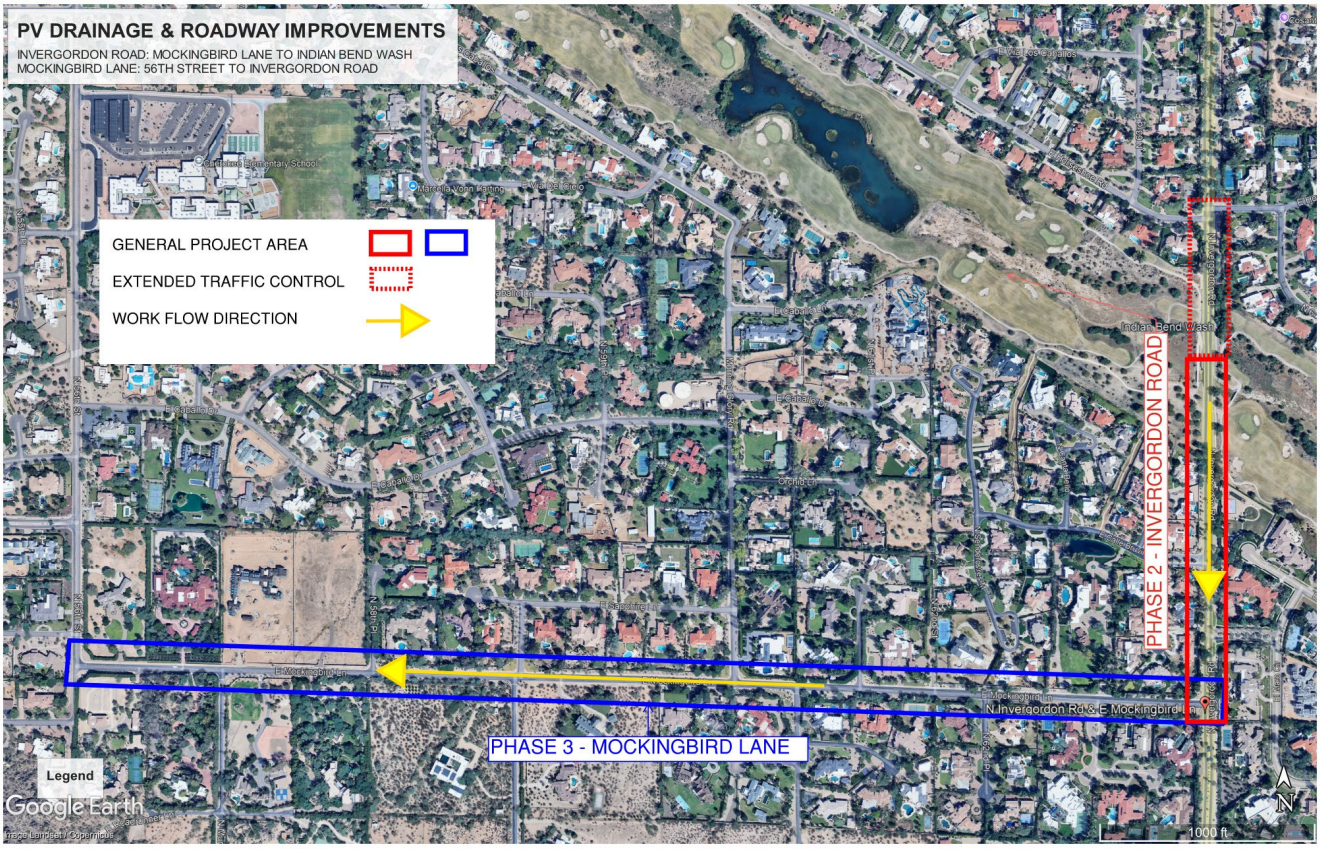
SCOPE OF WORK DESCRIPTION

This GMP and related scope of work are for construction activities as they relate to the Schedule of Values and other Exhibits. It is understood that utility relocations within the project limits must be completed to avoid conflicts with the new storm drain and roadway improvements and to ensure utility clearances. The aforementioned dry utility relocations must be performed by others before the start of construction and no later than May 31, 2026. This GMP includes the following improvements as shown in the 100% design plans.

- **City of Phoenix Waterline Relocations** are included as directed by the Town. Multiple locations throughout Invergordon Road and Mockingbird Lane require waterline and water service relocations to avoid conflicts with the storm drain improvements. These relocations vary in size from 2-inches to 12-inches in diameter. The waterlines are owned and operated by the City of Phoenix. These relocations will be performed under this resulting contract with the Town of Paradise Valley.

- **East Mockingbird Lane** from 56th Street to Invergordon Road: This work area will include both storm and roadway improvements.
  - Storm Drain Improvements (35% funding by the Town): These items include but are not limited to a storm drain mainline ranging in size from 18”, 24”, and 30” in diameter. Catch basins, scuppers, and low water crossings.
  - Roadway Improvements (100% funding by the Town): Asphalt replacement in either a full depth replacement or a 2” mill and overlay, curb and gutter, new medians and chicanes, roadway signs and striping, landscaping trees and shrubs including irrigation and related water services, and hardscape improvements.

- **North Invergordon Road** from Mockingbird Lane to the Indian Bend Wash:
  - Storm Drain Improvements: A new box culvert will be installed between the Indian Bend Wash and tie into the new storm drain improvements on Mockingbird Lane. This includes new catch basins and the downstream outfall at the Indian Bend Wash which will take place across the Camelback Golf Club course. The new 12'x3' box culvert will be installed along the northbound lane of Invergordon Rd. This alignment varies from the current curb and gutter to underneath the east curb and gutter as it approaches the outfall.
  - Roadway Improvements: Asphalt replacement in either a full depth replacement or a 2-inch mill and overlay, curb and gutter, new median single curb to replace the existing median curb and gutter, removal/replacement of a sewer manhole and sewer line will be replaced and relocated to clear the new box culvert. Large tree removals and replacement of curb and gutter and sidewalk will also take place.



PROJECT LOCATION AND APPROXIMATE LIMITS

PROJECT PHASING:

In general, the project is phased to begin the water line relocations first by relocating conflicts that cannot be performed in-phase with the storm drain improvements. The storm drain improvements will then proceed. The scope and items of work described have been separated and sequenced into following three phases:

- **Phase 1 – Waterline Relocations:** Waterline relocations are to take place ahead of the storm drain and roadway improvements. The waterline relocations are located along both Invergordon Road and Mockingbird Lane. These range in size from 2-inch to 12-inch. The schedule for this scope is to take place concurrently with the dry utility relocations to be completed by others as shown on Exhibit C.6 Project Schedule. For the storm drain improvements to begin on time, the waterline relocations will start along Invergordon Road then move in the upstream direction of the storm drain improvements along Mockingbird Lane. Waterline relocations are scheduled to begin April 06, 2026 and prior to the civil improvements.

- **Phase 2 - Invergordon Road:** Work will begin at the downstream end of the new box culvert. From the end treatment of the box culvert at Indian Bend Wash, work will proceed in the northbound lane of Invergordon Road and proceed southbound just past the intersection at Mockingbird Lane. The work zone will occupy the entire width of the northbound lane of Invergordon Road between the right-of-way and median island while installing the box culvert and will require full closure of the northbound lane for the duration of installation of the box culvert and completion of the surface restoration/improvements.

  During work hours, single-lane, two-way traffic will be managed in the southbound lane utilizing flaggers (one direction at a time). Between working hours and on weekends, traffic will be limited to southbound-only traffic between Horseshoe Road (just north of Indian Bend Wash) and Mockingbird Lane. Safety spotters will work in conjunction with the flagging operation to manage traffic flow through the Calle Bruvira and El Maro intersections and to ensure public, golf course, and worker safety while unloading and staging box culvert sections.

  Due to limited swing and turn space, a forklift will be used to offload and stage the precast box culvert sections. A 395 excavator will handle the final placement of the box sections. Slurry will be used to backfill on both sides of the box rather than extended excavation width required for the alternative structural ABC backfill.

  Following completion of the box culvert and east-side improvements on the east side of Invergordon Road, the work zone will move to the west side (southbound lane) to complete the storm drain, roadway, and median curb improvements.

- **Phase 3 - Mockingbird Lane:** Work will begin just to the west of the intersection of Mockingbird Lane and Invergordon Road and concurrently with Phase. Workflow will proceed from east to west along Mockingbird Lane. A “rolling closure” will be used to maintain the work zone. This approach minimizes the size of the work zone and the impact to residential access and traffic. As the storm drain pipe and other improvements are installed and backfilled, the closure will “roll” with the work as the work moves west. During working hours, single-lane, two-way traffic will be managed utilizing flaggers (one direction at a time) around the work zone. After hours and when possible, excavations will be plated and protected to allow two-way traffic. The tie-in of the Mockingbird storm drain pipe to the Invergordon box culvert will be performed upon completion of the Invergordon drainage infrastructure.

EXHIBIT C.3: DOCUMENTS (1 PAGE)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

This GMP was developed with the following documents which are included by reference herein:

- REQUEST FOR STATEMENT OF QUALIFICATIONS, SOLICITATION TITLE: ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINBIRD LANE FROM 56TH STREET TO INVERGORDON ROAD, RELEASE DATE: MAY 16, 2024
- STATEMENT OF QUALIFICATIONS 07/17/24, ACHEN-GARDNER CONSTRUCTION, Roadway and Drainage Improvements, Mockingbird Lane From 56th Street to Invergordon Road
- POTHOLE PLANS AND REPORTS:
    - PLANS:
        - 2024 08 DRAFT POTHOLE PLAN
        - MOCKINGBIRD_POTHOLE_PLAN_2024_11_08
        - MOCKINGBIRD_POTHOLE_PLAN_2024_12_04
    - REPORTS:
        - ROUND 1, SENT ON 01/08/2025
        - ROUND 2 SENT ON 01/22/2025
        - ROUND 3, SENT ON 05/12/2025
- GEOTECHNICAL REPORT: MOCKINBIRD LANE AND INVERGORDON ROAD IMPROVEMENTS 56TH STREET TO INVERGORDON ROAD MOCKINGBIRD LANE TO INDIAN BEND WASH PARADISE VALLEY, ARIZONA RAMM PROJECT NO. G28673, Stamped 12/30/2022
- 2025 MAG SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
- 2025 MAG DETAILS FOR PUBLIC WORKS CONSTRUCTION
- ADOT SPECIFICATIONS: 2021 STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
- CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN TOWN OF PARADISE VALLEY AND ACHEN-GARDNER CONSTRUCTION LLC, executed November 19, 2024.
- Achen-Gardner Construction's Preconstruction Services Proposal for Roadway and Drainage Improvements, Mockingbird Lane from 56th Street to Invergordon Road, Project No. SOQ-25-001-ENG, AGC Project No. 4137100, Dated October 15, 2024 REVISED
- 100% Plans: "Mockingbird Lane 100pct Plans 2025 06 20" E-mailed on 06/20/2025
- 100% Specifications: "Final Technical Specifications_2025_06_20" E-mailed on 06/20/2025
- Mockingbird Lane 100pct Summary of Comments 2025 07 31
- Golf Course Restoration Specifics from Erick Montano forwarded by Andrew Chill on 08/05/2025, subject "Mockingbird Lane/Invergordon Box Culvert Project"

EXHIBIT C.4: ALLOWANCES (3 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

Work Items that have been designated "Allowance" (AL) are the best estimate of the cost of work for which a scope has yet to be confirmed/determined, quantified, or a Unit Price finalized. The Allowance Quantity and Unit Price values are not guaranteed and are subject to adjustment by mutual agreement between the Town and Achen-Gardner as the scope and/or price is confirmed. Final adjustments to Allowance Items shall be made based on final allowance scopes of work completed. Any associated increases/decreases in cost will be funded/credited from/to the Town's Contingency or through a Change Order as mutually agreed.

Allowances are itemized by scope only to assist the Town with rough budgeting of funds for each and the logic used to calculate the amount(s). Associated increases/decreases in cost will be funded/credited from/to the Town's Contingency when defined by the Town or Change Order to the project. Allowances are stated in terms of direct costs and shall include all costs including receiving, handling the Project Site, labor, equipment, material, and installation. Allowances shall be included in the Cost of the Work and the agreed-upon rates for overhead, profit, insurance, bonds, and sales taxes shall be applied to each respective Allowance (AL) Pay Item as defined in the Schedule of Values (Exhibit C.8).

Measurement for Payment of the Direct Cost Allowance amounts shall be one of the following methods as mutually agreed to:

1) Use of existing Unit Prices – Should existing unit prices be available for an Allowance item, then Unit Prices shall be utilized. These unit prices are provided in the SOV Pay Items.
2) T&M - for which daily T&M sheets will be submitted and approved by the Town's authorized representative. Costs applied to the approved T&M sheets shall be supplied material and/or subcontractor/vendor invoices/unit prices, hourly labor and equipment rates (based on the submitted rate sheets). T&M back-up shall be included with the applicable Pay Application.
3) Accepted, agreed upon Proposal – should the team agree upon the approach to utilize a proposal where no GMP unit prices exist or the scope is deemed definable but not applicable to existing Unit Prices.

a. *Pay Items 15 and 15.1: CONSTRUCTION STAKING/ASBUILTS (ALLOWANCE)* – This allowance for all project-related construction survey, staking, and asbuilts. This allowance is estimated at 264 working days x 4 hours per day a the rate of $220 per hour and includes subcontractor travel time. Measurement for payment shall be Method 2.

b. *Pay Items 20 and 20.1: MATERIAL TESTING (ALLOWANCE)* – This allowance is estimated at 264 workdays x 4 hours per day at $206 per hour and includes travel time, concrete/slurry testing, asphalt testing, subgrade testing, all lab costs, cores, and establishing pav patterns. Measurement for payment shall be Method 2.

c. *Pay Items 30 and 30.1: PUBLIC RELATIONS (ALLOWANCE)* – This allowance shall be utilized for Avenue Consultants, to assist with outreach to area stakeholders. This includes but is not limited to: individual meetings with stakeholders, establishment and maintenance of a project hotline, establishment and maintenance of a project website, email updates to stakeholders, progress meeting attendance, public meetings, and other coordination efforts as necessary to support the project. This allowance shall also be used for Achen-Gardner workers to distribute door hangers or notices to area stakeholders. This allowance is estimated at $6,000 per month for the project duration. Measurement for payment shall be Method 2.

d. *Pay Items 40 and 40.1: TRAFFIC CONTROL (ALLOWANCE)* – This allowance shall be utilized as needed for barricading, variable message boards, and steel traffic plates. Traffic control maintenance costs (both by the barricading company and by Achen-Gardner) will be invoiced under this allowance. Barricades used for traffic control purposes shall be moved only by individuals who have the proper certification to do so. Achen-Gardner traffic control maintenance includes but is not limited to temporary ramp placement and daily device maintenance when the subcontractor is not onsite. This allowance estimate is based on 160 vertical panels in work zones spaced at 20-foot intervals and 90 trench/road plates for 210 days. Measurement for payment shall be Method 2. Traffic control set-ups during the waterline relocations shall be billed to this item. Flaggers set ups for 1-lane-2-way traffic control shall be used for waterlines that cross the roadway in a perpendicular direction and where needed to maintain traffic and safe work zones.

e. *Pay Item 45: OFF DUTY POLICE OFFICER (ALLOWANCE)* – This allowance bid item is to be utilized for reimbursement of all the equipment, vehicles, and labor provided by uniformed officers used when agreed upon by Achen Gardner and the Town and/or as deemed necessary for public and contractor safety. Measurement for payment shall be at the hourly rates invoiced by the agency/supplier. This allowance is estimated at 528 hours of off-duty officer(s) x $135 per hour. These hours are based on the durations of pipe installation, impacts to intersections, and trucking traffic in these areas. It is approximately 58 officer-hours. Measurement for payment shall be Method 2.

f. *Pay Item: 50 SWEEPING (ALLOWANCE)* - This allowance will be used for all project related sweeping either by subcontracted services or Achen-Gardner self-performed sweeping services. Both will be required to support the needs of the project based on availability and response times. This includes sweeping with equipment and manual sweeping with brooms. This allowance is estimated at one 9-hour shift per week for the project duration. Measurement for payment shall be Method 2.

g. *Pay Item 55: 2" TEMP PAVING FOR TEMP ACCESS (ALLOWANCE)* – This allowance will be used for creating safe temporary access to driveways for private and public when those driveways are within the active work zones and potentially in the Invergordon median. The 2-inch temporary paving will create an easily traversable ramp for the public to enter or exit the roadway during adjacent roadway improvements are taking place. This includes installation, removal, and disposal. This allowance is estimated at 10 areas x 111 SY per location. Measurement for payment shall be Method 2.

h. *Pay Items (12025 And 12025.1) ADDITIONAL ASPHALT THICKNESS REMOVAL ALLOWANCE –* Existing asphalt depths vary throughout the project boundaries. The assumption is that the current typical section should be five inches of asphalt thickness throughout the project limits. Additional thickness of asphalt needed to be removed to provide the typical section in the plans of five inches of asphalt and above 8 inches of aggregate base course shall be measured and paid for by the square yard. The allowance is approximately 15% of the project's total milling. The amount of this allowance is not guaranteed to be sufficient for all additional thickness greater than five inches of asphalt. The quantity for this allowance is estimated based on potholing completed to date. Measurement for payment shall be Method 1.

i. *Pay Items 60 and 60.1: SEISMIC/GROUND VIBRATION MONITORING ALLOWANCE* – This allowance item is for providing seismic/ground vibration monitoring during construction activities. Monitoring is recommended while work with heavy equipment is taking place near private properties to observe and record any considerable amount of vibration that may pose a risk of damage to private properties and as a means to gather this data for record purposes and/or risk assessment and mitigation as coordinated with the Town and Kimley-Horn as needed throughout the project. This allowance is estimated based on the number of days for installing the pipe and box and using a daily rate of $2,400. Measurement for payment shall be Method 2.

j. *Pay Items 65 and 65.1: UTILITY RELOCATE OVERSITE ALLOWANCE* – This allowance shall be utilized for Achen-Gardner's Field Superintendent to field coordinate with utility companies during their relocation construction and document changed field conditions, Project Engineer, and Project Manager to update and maintain field red-lines and documentation since the utility companies will not have as-builts at the time we start construction. Measurement for payment shall be Method 2 at the provided rates for Project Superintendent, Project Engineer, and Project Manager.

k. *Pay Items 70 and 70.1: FLAGGER ALLOWANCE* – This allowance is estimated at four flaggers per 9-hour workday (264 days) x $58 per hour. Flaggers shall be utilized for managing two-way traffic along a single traffic lane on both Mockingbird Lane and Invergordon Road as described in Exhibit C.2 – Detailed Scope, traffic in and out of side roads/intersections, and construction truck traffic in and out of work zones. Measurement for payment shall be Method 2.

l. *Pay Item 3100 LANDSCAPE & IRRIGATION RESTORATION*– This item is for the landscape and irrigation restoration within the work zones along Invergordon Rd and within the golf course area where the culvert enters the wash. The existing conditions of the landscaping irrigation system in and outside of the work zone are not guaranteed. Temporary isolation valves may be needed throughout the work zone to maintain landscaping irrigation for areas outside the work zone.

m. *Pay Item 3240 TIFGREEN HYBRID BERMUDA 328 SOD* – This item is for the restoration of the sod at the culvert crossing within the golf course per the plans and per the provided specifications from the JW Marriott Camelback Golf Club. The existing conditions of the sod outside the work and restoration zones are not guaranteed.

n. *Pay Items E1 (Mockingbird) & K1 (Invergordon): TOWN'S CONTINGENCY* – Town's Contingency is set by the Town and is not guaranteed by Achen-Gardner to be sufficient for quantity, plan and/or scope changes that may be directed by final "For Construction" design documents, the Town, or unknown conditions.

o. *Pay Item 893 METER BOXES* - This allowance is for replacing any meter boxes that are not salvageable. Achen-Gardner will make an effort to protect and reuse existing meter boxes. However, the boxes' existing conditions are not guaranteed to support reuse. The approach is to tie into existing water meters and meter boxes. New water meters are excluded.

p. *Pay Item 1701 ALLOWANCE* - PURCHASE 1" COP WATER METERS FOR NEW LANDSCAPE SERVICES. This allowance is for the purchase of City of Phoenix water meters for the new 1-inch irrigation services. This is an estimate only. The City will confirm the costs/fees upon processing of the applications. Any amount that exceeds the allowance shall be billed against the Town's Contingency or a change order to the project utilizing Measurement for Payment No. 2.

EXHIBIT C.5: ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS (3 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

1. **Scheduling and Phasing:**
   a. The contract must be executed no later than April 1, 2026 to ensure that the subcontract agreements, submittals, and approval process for submittals can meet the schedule milestones as shown in the Project Schedule (Exhibit C.6).
   b. This schedule assumes a Notice to Proceed (NTP) no later than April 6, 2026 to begin Phase 1 (water line relocations) (see Exhibit C.6 – Project Schedule). Utility relocations by third party utilities must be completed or at least achieve phased completion with the completion of the utility relocations on Mockingbird Lane prior to the start of construction. Achen Gardner does not guarantee that utility relocations by others will be completed on time or per plan.

2. **General Clarifications:**
   a. *Unit Price Contract Administration:* This Project will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedule of Values is defined by the individual work/pay items, fee structure, and markups (Exhibit C.8). The final contract price/payout will be based on field measurements, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these Town-approved prices, including mark-ups, are the "Cost of the Work." The markup structure on the Schedule of Values (Exhibit C.8) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply to this contract. Pay Item under-runs and/or unused items shall fall to Town's Contingency for the duration of the project. Quantity overruns shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Town's Contingency or Change Orders.

   b. *Scope of Work and Documents:* It is understood that the documents listed in Exhibit C.3 have been used to prepare this GMP. Item "descriptions" and "units" (or unit of measure) included in Exhibit C.8 (Schedules of Values) shall serve to assist in the clarification of and definition of the scope of work included under each item of work (i.e. "Pay Item"). Final Design Documents, subcontractor and supplier solicitations, and development of the GMP Proposal submittal will direct the final scope of work and list of documents.

   c. *Town's Contingency:* is set by the Town, should the Town decide to include one, and is not guaranteed by Achen-Gardner to be sufficient for quantity, plan, and/or scope changes that may be directed by final "For Construction" design documents, the Town, or unknown conditions. Once a contingency use has been agreed to by the Town, it shall be invoiced in the next available billing cycle and paid along with the other agreed-to quantities that month.

   d. *Change in Schedule/Phasing:* Should the Town choose to split the project and construct Invergordon first and Mockingbird and a later time, Achen-Gardner shall review the pricing for potential adjustments based on the delay time.

   e. Night and weekend work hours: Planned work hours are 5 shifts x 9 hours each, Monday through Friday. No weekend or night work is included due to the added impact in the residential area.

f. Removing, replacing and/or relocating any existing buried utilities and/or overhead utilities not specifically shown on the plans for removal, replacement and/or relocation by the CMAR shall be considered a change in scope and paid for by Town Contingency or a Change Order. At the direction of the Town, This GMP Proposal does include the City of Phoenix water line relocations shown on the plans that are in conflict with the improvements. We understand that the Town and City of Phoenix are continuing discussions regarding responsibility for funding these relocations.

g. Rights of Way and Easements: The Town shall acquire all easements and rights-of-way required to construct the project in time to maintain the project schedule as presented herein.

h. Fees: all costs associated with the Town of Paradise Valley and/or other public agency permit & plan review fees, QA (i.e. inspection) costs, impact fees, utility company fees, and/or any other permit or fee not detailed in this Proposal and related Exhibits are paid for by others.

i. Plant opening and related fees (night or weekend), should they be needed, shall be paid for through Town Contingency.

j. Hazardous Materials: The construction documents do not identify any hazardous materials to be handled, removed, and/or disposed of. Should any of these materials be discovered during construction, it shall be a change in scope and related costs shall be paid for by Town Contingency or a Change Order.

k. Temporary water and/or sewer services: None are in the construction documents. Should the Town direct the installation of temporary services due to stakeholder requirements at any time during construction, this shall constitute a change in scope and be paid for by Town Contingency or a Change Order.

l. Over-excavation, backfill for over-excavation, and/or related restoration are not required by the construction documents. Should any be required, it shall be paid for by Town Contingency or a Change Order.

m. Archaeological survey (INCRA) and/or monitoring are not directed in the design documents and shall be paid for by Town Contingency or a Change Order if requested/directed.

3. Pay Item Clarifications:

a. *Pay Items 300, 305, 310, 400, and 2300: FURNISH AND INSTALL MAINLINE AND LATERAL RGRCP* – These pipe items are priced for backfill from the bottom of the pipe to the springline to be slurry backfill. Providing a slurry backfill ensures proper fill under pipe in the haunch areas as opposed to attempting ABC backfill under the pipe haunches. This item is priced to carry ABC backfill to 1' above the pipe and then native backfill to the top of subgrade. This applies to all mainline and catch basin lateral pipes.

b. *Pay Items 1800 and 3200: 36' BOX TREES, 2" MINIMUM CALIPER* – Due to current market conditions and available trees from local nurseries, it is not guaranteed that a 36" box tree will have a 2" minimum caliper. Should the Town choose to purchase larger trees, the additional price for the larger trees shall be paid for by the Town's Contingency or change order.

c. *Pay Items 910 - 6" VERTICAL REALIGNMENT, 915 - 8" VERTICAL REALIGNMENT, AND 917 - 12" VERTICAL REALIGNMENT –* These items are for 6", 8", and 12" vertical realignments. These items include installing the new water line parallel to the existing lines (NOT remove/replace in existing alignment. Pressure testing and disinfection to take place per MAG specifications and standards. These tie ins are to be completed via swing ties after testing is completed and approved. The following items are included in these realignments:
   - Air Release Valve (ARV) at the vertically higher end to release any air in the vertical realignment.

d. *Pay Items 12: 6" INSERTA VALVE, 916: 8" INSERTA VALVE, and 918: 12" INSERTA VALVE –* These items are for Inserta Valves to be used to isolate the 6", 8", or 12" vertical realignments and reduce the impact of service interruptions of customers. The installation of any of these shall be agreed upon by Achen Gardner and the Town.

EXHIBIT C.6: PROJECT SCHEDULE AND SUBSTANTIAL COMPLETION (2 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

SEE SCHEDULE FOLLOWING THIS PAGE

EXHIBIT 2
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG

[GMP Cost Breakdown]

See following page.

EXHIBIT C.7: ALTERNATE PRICES (2 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

The following alternate considerations were provided during the Value Engineering and Constructability Analyses at the 60% and 90% Design Document development stages and during the Cost Model and GMP reviews. These considerations were fully evaluated by the Project team and resulted in the following determinations for inclusion in the GMP Proposal:

- Alternate 1 (Deduct) – ADS (HDPE) Storm Drain Pipe vs. RGRCP Storm Drain Pipe ($ 231,610.07) Determination: Both Kimley-Horn and the Town of Paradise Valley evaluated the cost savings and potential benefits/disadvantages of the alternate ADS storm drain pipe material. Based on prior experiences with this material and long-term maintenance issues, the Town determined that the best-value for the Town and the project is to reject this alternate proposal.

- Alternate 2 (Adder) – Cast-in-Place (CIP) Box Culvert vs. Precast Box Culvert) ($ 1,506,854.62) Determination: Both Kimley-Horn and the Town of Paradise Valley evaluated the additional costs and potential benefits/disadvantages of the Cast-in-Place alternative to the box culvert. Given the substantial additional cost with no benefit related to quality, performance, or maintenance, the Town determined that the best-value option is the proposed Precast Box Culvert.

- CIPCP (Cast in Place Concrete Pipe) utilizing the Blucor system. Achen-Gardner presented this opportunity to the Town and Kimley-Horn as a potential cost savings alternative to both the storm drain pipe and the box culvert based on an evaluation first to determine if this alternative met design criteria. The Town determined not to proceed with costing this alternate based on structural and life cycle inferiority due to the absence of rebar in the concrete pipe and the inability of the alternate for the box structure to meet required flow volumes.

- Achen-Gardner recommended a pavement preservation approach with the 60% plan review utilizing mill and overlay where possible vs. full roadway replacement throughout the project as a cost savings opportunity. Kimely-Horn and the Town evaluated this opportunity and determined it was viable, incorporating a combination of full roadway replacement and mill-and-overlay where applicable, in the 90% plans.

- Achen-Gardner recommend utilizing ½" Gyratory surface course asphalt mix vs. ½" GAP Graded Rubberized Asphalt. Achen-Gardner provided the previously, Town approved submittal for this alternate that was used on the Ritz Carleton Offsite Improvements CMAR project. This alternative is less costly relative to material and labor vs. the rubberized surface course. An additional benefit is that there is no restrictive time of year for placement. Rubberized asphalt is restricted to placement only when the atmospheric temperature in the shade is 55° F or higher. The material shall be placed when the weather is not foggy or rainy. These restrictions can substantially affect the duration and overall duration-related project costs. The Town has determined that this alternate is accepted based on the cost savings and potential schedule delays that could arise.

- With Revision 3 of our GMP Proposal, Achen-Gardner provided the following additional opportunities to save costs. The Town chose to incorporate the Double-crew Heading (Working Mockingbird & Invergordon Concurrently) savings in the amount of $ 421,205.27 but declined the other five options.

DOUBLE-CREW HEADING (WORKING MOCKINGBIRD & INVERGORDON CONCURRENTLY)(REDUCES DURATION FOUR MONTHS)	$	(421,205.27)
REMOVE SAN DIEGO BUFF COLOR FROM CONCRETE ITEMS IDENTIFIED FOR COLOR	$	(19,777.11)
REMOVE ROOT BARRIER (PAY ITEM 1865)	$	(55,192.20)
REMOVE BOULDERS (PAY ITEMS 1805 & 3205)	$	(33,360.53)
REMOVE WATER BUY AND HAVE TOWN FURNISH WATER	$	(24,808.88)
REMOVE TOWN'S CONTINGENCY (1% OF PROJECT TOTAL)	$	(177,346.27)
REV 3 GMP POTENTIAL ADDITIONAL SAVINGS / ADJUSTED REV 3 TOTAL	$	(731,690.26)

EXHIBIT C.8: SCHEDULE OF VALUES (SOV) (INCLUDES UNIT PRICES)(8 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

SEE SCHEDULE OF VALUES FOLLOWING THIS PAGE

GMP SUBMITTAL (02/13/26)

EXHIBIT C.8 - SCHEDULE OF VALUES

DOUBLE-HEADING APPROACH

100% DESIGN STAGE - GMP

TOWN OF PARADISE VALLEY ROADWAY & DRAINAGE IMPROVEMENTS - MOCKINGBIRD LN. FROM 56th ST. TO INVERGORDON RD.

TOPV PROJECT NUMBER: 2021-03 & 2021-12

AGC PROJECT NUMBER: 4137100

THIS SOV SECTION (BELOW) = 100% TOWN FUNDING

21% OF THE TOTAL PROJECT SCOPE IS SUBJECT TO THIS 100% TOWN FUNDING AND IS DEFINED BY THE PROJECT AS FOLLOWS:

*** MOCKINGBIRD LANE IMPROVEMENTS : ALL IMPROVEMENTS NOT DRAINAGE-RELATED**

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
	21% OF GENERAL ITEMS SUBJECT TO 100% TOWN FUNDING			**TOTAL PROJECT ALLOWANCES**	**100% TOWN FUNDING ALLOWANCE AMOUNTS**
10	MOBILIZATION/DEMOBILIZATION	LS	0.21	$ 147,731.31	$ 31,023.58
15	CONSTRUCTION STAKING/ASBUILTS	AL	0.21	$ 232,320.00	$ 48,787.20
20	MATERIAL TESTING	AL	0.21	$ 217,536.00	$ 45,682.56
25	PUBLIC RELATIONS	AL	0.21	$ 20,000.00	$ 4,200.00
30	CONSTRUCTION WATER / DUST CONTROL	LS	0.21	$ 354,112.02	$ 74,363.52
35	SWPPP IMPLEMENTATION/MAINTENANCE	LS	0.21	$ 105,989.83	$ 22,257.86
40	TRAFFIC CONTROL ALLOWANCE	AL	0.21	$ 170,880.00	$ 35,884.80
45	OFF-DUTY POLICE OFFICER ALLOWANCE	AL	0.21	$ 71,280.00	$ 14,968.80
50	SWEEPING ALLOWANCE	AL	0.21	$ 36,720.00	$ 7,711.20
55	2" TEMP PAVING FOR TEMP ACCESS	AL	0.21	$ 72,285.79	$ 15,180.02
60	SEISMIC MONITORING ALLOWANCE	AL	0.21	$ 96,000.00	$ 20,160.00
65	UTILITY RELOCATE OVERSITE ALLOWANCE	AL	0.21	$ 119,437.44	$ 25,081.86
70	FLAGGER ALLOWANCE	AL	0.21	$ 203,000.00	$ 42,630.00
					$ -
	SUBTOTAL - GENERAL ITEMS SUBJECT TO 100% TOWN FUNDING			**$1,847,292.39**	**$ 387,931.40**
	MOCKINGBIRD LANE REMOVALS				
100	REMOVE/DISPOSE FULL DEPTH ASPHALT	SY	10,790	$ 6.58	$ 70,998.20
102	2" ASPHALT MILL	SY	8,610	$ 5.68	$ 48,904.80
105	REMOVE/DISPOSE CURB AND GUTTER/SINGLE CURB	LF	3,255	$ 9.95	$ 32,387.25
110	REMOVE/DISPOSE SIDEWALKS,DRIVEWAYS AND MISC. SLABS	SF	3,961	$ 4.75	$ 18,814.75
115	REMOVE/DISPOSE VALLEY GUTTER	SF	728	$ 7.56	$ 5,503.68
120	REMOVE/DISPOSE OF CATCH BASINS	EA	1	$ 2,817.39	$ 2,817.39
125	REMOVE/DISPOSE OF EXISTING PIPE, D LESS THAN 30"	LF	16	$ 193.16	$ 3,090.56
130	REMOVE EXISTING IRRIGATION AND CAP	LS	1	$ 25,000.00	$ 25,000.00
150	REMOVE/SALVAGE/RELOCATE TRAFFIC SIGN ASSEMBLY	SF	6	$ 550.00	$ 3,300.00
140	REMOVE/DISPOSE OF SCUPPER	EA	1	$ 5,424.89	$ 5,424.89
145	REMOVE/SALVAGE PAVERS	EA	55	$ 41.00	$ 2,255.00
					$ -
	SUBTOTAL - MOCKINGBIRD LANE REMOVALS				**$ 218,496.52**
	MOCKINGBIRD LANE EARTHWORK				
200	ROADWAY EXCAVATION (NON BOX AREAS)	SY	9,785	$ 9.40	$ 91,979.00
205	SG PREP FOR THE ROADWAY	SY	9,785	$ 6.23	$ 60,960.55
210	SG PREP FOR INTERLOCKING BRICK	SF	3,595	$ 2.37	$ 8,520.15
215	AGGREGATE BASE COURSE 8" THICK	SY	9,785	$ 17.30	$ 169,280.50
					$ -
	SUBTOTAL - MOCKINGBIRD LANE EARTHWORK				**$ 330,740.20**
	MOCKINGBIRD LANE CONCRETE				
700	CURB & GUTTER MAG 220-1,TYPE A, H=6" GRAY	LF	3,190	$ 40.29	$ 128,525.10
705	SINGLE CURB MAG 222, TYPE A,H=6, GRAY	LF	1,920	$ 35.78	$ 68,697.60
710	RIBBON CURB MAG 220-1, TYPE B, GRAY	LF	215	$ 46.58	$ 10,014.70
715	CURB FOR BRICK PAVERS, GRAY	LF	880	$ 45.74	$ 40,251.20
720	4" SIDEWALK PER MAG 230 SAN DIEGO BUFF	SF	2,995	$ 12.20	$ 36,539.00
725	9" PCCP PER MAG 552,SAN DIEGO BUFF	SF	4,440	$ 20.28	$ 90,043.20
730	5" PCCP,CLASS A CONC.,SAN DIEGO BUFF	SF	2,850	$ 15.28	$ 43,548.00
735	RAD. PARALELL RAMP MAG 236-5,SAN DIEGO BUFF	EA	8	$ 5,070.36	$ 40,562.88

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
740	MOD. RAD. PARA. RAMP MAG 236-5,SAN DIEGO BUFF	EA	2	$ 4,868.19	$ 9,736.38
750	MOD RAD. RAMP PER MAG 236-1,SAN DIEGO BUFF	EA	2	$ 4,821.13	$ 9,642.26
755	DRIVEWAY ENTRANCE PER MAG 250-1, GRAY	SF	135	$ 50.58	$ 6,828.30
760	VALLEY GUTTER & APRONS PER MAG 240, GRAY	SF	773	$ 19.28	$ 14,903.44
765	CONCRETE MEDIAN NOSE PER MAG 223 GRAY	SF	715	$ 44.59	$ 31,881.85
770	6" CONCRETE BASE FOR INTERLOCKING PAVERS, GRAY	SF	3,595	$ 9.51	$ 34,188.45
780	CUT OFF WALL MAG DET 552	LF	110	$ 95.27	$ 10,479.70
					$ -
	SUBTOTAL - MOCKINGBIRD LANE CONCRETE				**$ 575,842.06**
	MOCKINBIRD LANE PAVING				$ -
800	2" ASPHALT OVERLAY	SY	8,610	$ 18.23	$ 156,960.30
805	3" AC BASE COURSE R-3/4" MIX (MARSHALL)	SY	9,785	$ 18.77	$ 183,664.45
810	2" AC SURF COURSE 1/2" MIX (MARSHALL)	SY	9,785	$ 12.94	$ 126,617.90
815	BITUMINOUS TACK COAT SS-1H DILUTED	TN	10	$ 2,500.00	$ 25,000.00
820	FURNISH/INSTALL INTERLOCKING BRICK PAVERS, COS DET 2239, TYPE B	SF	3,595	$ 32.00	$ 115,040.00
825	ADJ VALV,BOX,COVER PER MAG DET 391-1-A	EA	36	$ 900.00	$ 32,400.00
830	ADJ MANHOLE FRAME,COVER PER MAG 422	EA	28	$ 900.00	$ 25,200.00
835	SURVEY MONUMENT, MAG 120, TYPE B	EA	1	$ 500.00	$ 500.00
840	MEDIAN GRADING	SF	4,255	$ 1.65	$ 7,020.75
845	PARKWAY GRADING	SF	19,520	$ 1.44	$ 28,108.80
850	MATCH EXISTING PAVERS	SF	40	$ 45.00	$ 1,800.00
					$ -
	SUBTOTAL - MOCKINGBRID PAVING ITEMS				**$ 702,312.20**
	MOCKINGBIRD LANE SIGNAGE				
1125	PERFORATED SIGN POST	LF	129	$ 31.50	$ 4,063.50
1130	PERFORATED SIGN POST FOUNDATION, DET 2058	EA	20	$ 325.00	$ 6,500.00
1135	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	57	$ 58.00	$ 3,306.00
					$ -
	SUBTOTAL - MOCKINGBIRD LANE SIGNAGE				**$ 13,869.50**
	MOCKINGBIRD LANE STRIPING				
1200	8" SOLID WHITE PAINT	LF	12,095	$ 0.25	$ 3,023.75
1205	8" SOLID WHITE THERMOPLASTIC	LF	12,095	$ 0.97	$ 11,732.15
1210	18" SOLID WHITE PAINT	LF	50	$ 0.57	$ 28.50
1215	18" SOLID WHITE THERMOPLASTIC	LF	50	$ 2.19	$ 109.50
1220	4" SOLID DOUBLE YELLOW PAINT	LF	4,040	$ 0.25	$ 1,010.00
1225	4" SOLID DOUBLE YELLOW THERMOPLASTIC	LF	4,040	$ 0.97	$ 3,918.80
1230	4" BROKEN DOUBLE YELLOW PAINT	LF	255	$ 0.25	$ 63.75
1235	4" BROKEN YELLOW THERMOPLASTIC	LF	255	$ 0.97	$ 247.35
1240	BIKE SYMBOL, THERMOPLASTIC/PREFORMED	EA	9	$ 724.01	$ 6,516.09
1245	PAINT MEDIAN NOSE, COS 2290-1	EA	10	$ 141.41	$ 1,414.10
1250	CHICANE MEDIAN END TREATMENT	EA	14	$ 141.41	$ 1,979.74
1252	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	80	$ 3.96	$ 316.80
1255	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	15	$ 60.00	$ 900.00
1260	OBLITERATE THERMOPLASTIC STRIPING	LF	45	$ 5.00	$ 225.00
					$ -
	SUBTOTAL - MOCKINGBIRD LANE STRIPING				**$ 31,485.53**
	MOCKINGBIRD LANE IRRIGATION				
1700	1" LANDSCAPE SERVICE	EA	7	$ 4,500.00	$ 31,500.00
1701	PURCHASE 1" COP WATER METERS FOR NEW LANDSCAPE SERVICES (ALLOWANCE ESTIMATE PENDING COP CONFIRMED PRICING)($33,078.41 INCL. MUs)	EA/AL	7	$ 4,000.00	$ 28,000.00
1705	BACKFLOW PREVENTORS, 1", FEBCO 825Y	EA	7	$ 3,803.96	$ 26,627.72
1710	RAINBIRD XCZ-100-PESB-COM DRIP CONTROL VALVE - 1"	EA	18	$ 678.27	$ 12,208.86
1715	IRRIGATION MAINLINE - 1.5", SCHEDULE 40 PVC	LF	1,198	$ 2.86	$ 3,426.28
1715	IRRIGATION LATERAL - 1", SCHEDULE 40 PVC	LF	2,107	$ 2.55	$ 5,372.85
1720	IRRIGATION LATERAL - 3/4" SCHEDULE 40 PVC	LF	2,162	$ 2.55	$ 5,513.10
1730	BOWSMITH MULTI-PORT OUTLET EMITTER ML200 SERIES	EA	154	$ 43.83	$ 6,749.82
1725	FLUSH END CAPS	EA	35	$ 55.15	$ 1,930.25
1730	LANDSCAPE & IRRIGATION RESTORATION	SF	21,171	$ 2.10	$ 44,459.10
1735	2" SLEEVING, SCHEDULE 40 PVC	LF	2,194	$ 6.51	$ 14,282.94
1740	CONTROLLER - LEIT 4008, 8-STATION	EA	7	$ 2,863.81	$ 20,046.67

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
1745	SPARE PARTS(1 REMOTE CONTROL VALVE,1 KEY TO IRRIGATION CONTROLLER,5 5 EMMITTERS, 1 5' VALVE KEY	LS	1	$ 3,500.00	$ 3,500.00
					$ -
	SUBTOTAL - MOCKINGBIRD LANE IRRIGATION				**$ 203,617.59**
	MOCKINGBIRD LANE LANDSCAPING				
1800	36" BOX TREES, 2" MINIMUM CALIPER (CALIPER NOT GUARANTEED)	EA	34	$ 808.89	$ 27,502.26
1805	BOULDERS, 1 TN, +/-, SURFACE SELECT	EA	40	$ 441.23	$ 17,649.20
1810	ACCENTS CACTI - 5 GAL	EA	58	$ 39.17	$ 2,271.86
1815	GRASSES	EA	37	$ 39.17	$ 1,449.29
1820	GROUNDCOVER - 1 GAL	EA	90	$ 28.50	$ 2,565.00
1825	SHRUBS - 5 GAL	EA	25	$ 39.00	$ 975.00
1830	SAGUARO, 6' HT. MIN	EA	6	$ 1,439.14	$ 8,634.84
1835	OCOTILLO, 5 CANE MIN	EA	9	$ 143.38	$ 1,290.42
1840	PRICKLY PEAR, 5 PAD MIN	EA	8	$ 143.38	$ 1,147.04
1845	DG-3/4" MADISON GOLD, SCREENED, 2" THICK	SF	5,580	$ 1.55	$ 8,649.00
1850	MATCH EXISTING DG	SF	15,300	$ 1.40	$ 21,420.00
1855	RIP RAP PALIMINO GOLD, D50=6"	CY	122	$ 155.00	$ 18,910.00
1860	TURF MATCH EXISTING	SF	2,580	$ 8.33	$ 21,491.40
1865	ROOT BARRIER	SF	3,820	$ 12.23	$ 46,718.60
1870	LANDSCAPE ESTABLISHMENT (90 DAYS)	LS	1	$ 27,531.44	$ 27,531.44
					$ -
	SUBTOTAL - MOCKINGBIRD LANE LANDSCAPING				**$ 208,205.35**
	MOCKINBIRD LANE GENERAL CONDITIONS				
10050	PROJECT SPECIFIC GENERAL CONDITIONS	MO	3.0	$ 120,489.90	$ 361,469.70
10051	ADDITIONAL ASSISTANT SUPERINTENDENT FOR DOUBLE-HEADING APPROACH	MO	3.0	$ 22,570.24	$ 67,710.72
	SUBTOTAL - MOCKINBIRD GENERAL CONDITIONS				**$ 429,180.42**
	MOCKINGBIRD LANE ALLOWANCES AND GENERAL CONDITIONS				
12015	MATERIAL ESCALATION ALLOWANCE (21% TOWN FUNDED MOCKINGBIRD)	AL	0.21	$ 75,000.00	$ 15,750.00
12025	ADDITIONAL AC THICKNESS REMOVAL ALLOWANCE (70% MOCKINGBIRD TOWN FUNDED)(2,060 TOTAL X 70% = 1,442 SY)	SY	1,442	$ 4.42	$ 6,373.64
					$ -
	SUBTOTAL - MOCKINGBIRD LANE ALLOWANCES				**$ 22,123.64**
A	**RUNNING TOTAL NO. 1: MOCKINGBIRD LANE DIRECT COSTS**				**$ 3,123,804.41**
B1	CONSTRUCTION FEE (3.5% OH AND 4.0% PROFIT)		7.50%		$ 234,285.33
B2	**SUBTOTAL - CONSTRUCTION FEE**				**$ 234,285.33**
B	**RUNNING TOTAL NO. 2: MOCKINGBIRD LANE DIRECT COSTS + CONSTRUCTION FEE**				**$ 3,358,089.74**
C1	INSURANCE		1.75%		$ 58,766.57
C2	BONDS (PAYMENT & PERFORMANCE)		0.75%		$ 25,185.67
C3	**SUBTOTAL - OVERHEAD AND FEE**				**$ 83,952.24**
C	**RUNNING TOTAL NO. 3: MOCKINGBIRD LANE DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS**				**$ 3,442,041.98**
D1	SALES TAXES (7.215% or 11.1% of 65% of Running Total No. 3)		7.215%		$ 248,343.33
D2	**SUBTOTAL - SALES TAXES**				**$ 248,343.33**
D	**RUNNING TOTAL NO. 4: MOCKINGBIRD LANE DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS + SALES TAXES**				**$ 3,690,385.31**
E1	TOWN'S CONTINGENCY (INCLUDING MARK- UPS AND CONSTRUCTION FEE)(EXCLUDED)				$ 37,933.12
E2	**SUBTOTAL - TOWN'S CONTINGENCY**				**$ 37,933.12**
F	**MOCKINGBIRD LANE ROADWAY IMPROVEMENTS GMP (FUNDING SOURCE = 100% TOWN)**				**$ 3,728,318.43**

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
THIS SOV SECTION (BELOW) = SHARED FUNDING: 35% TOWN AND 65% FCDMC **79% OF THE TOTAL PROJECT SCOPE IS SUBJECT TO THIS SHARED FUNDING AND IS DEFINED BY THE PROJECT AS FOLLOWS:** *** ALL OF INVERGORDON IMPROVEMENTS: ALL WORK IS RELATED TO DRAINAGE IMPROVEMENTS** *** MOCKINGBIRD IMPROVEMENTS: ONLY DRAINAGE-RELATED IMPROVEMENTS INCLUDING UTILITY RELOCATIONS**					
	79% OF GENERAL ITEMS SUBJECT TO SHARED FUNDING			**TOTAL PROJECT ALLOWANCES**	**SHARED FUNDING ALLOWANCE AMOUNTS**
10.1	MOBILIZATION/DEMOBILIZATION	LS	0.79	$ 147,731.31	$ 116,707.73
15.1	CONSTRUCTION STAKING/ASBUILTS	LS	0.79	$ 232,320.00	$ 183,532.80
20.1	MATERIAL TESTING	AL	0.79	$ 217,536.00	$ 171,853.44
25.1	PUBLIC RELATIONS	AL	0.79	$ 20,000.00	$ 15,800.00
30.1	CONSTRUCTION WATER / DUST CONTROL	LS	0.79	$ 354,112.02	$ 279,748.50
35.1	SWPPP IMPLEMENTATION/MAINTENANCE	LS	0.79	$ 105,989.83	$ 83,731.97
40.1	TRAFFIC CONTROL ALLOWANCE	AL	0.79	$ 170,880.00	$ 134,995.20
45.1	OFF-DUTY POLICE OFFICER ALLOWANCE	AL	0.79	$ 71,280.00	$ 56,311.20
50.1	SWEEPING ALLOWANCE	AL	0.79	$ 36,720.00	$ 29,008.80
55.1	2" TEMP PAVING FOR TEMP ACCESS	AL	0.79	$ 72,285.79	$ 57,105.77
60.1	SEISMIC MONITORING ALLOWANCE	AL	0.79	$ 96,000.00	$ 75,840.00
65.1	UTILITY RELOCATE OVERSITE ALLOWANCE	AL	0.79	$ 119,437.44	$ 94,355.58
70.1	FLAGGER ALLOWANCE	AL	0.79	$ 203,000.00	$ 160,370.00
	SUBTOTAL - GENERAL ITEMS SUBJECT TO SHARED FUNDING			**$1,847,292.39**	**$ 1,459,360.99**
	SHARED FUNDING ROAD REMOVALS				
2000	REMOVE/DISPOSE FULL DEPTH ASPHALT	SY	3,092	$ 6.58	$ 20,345.36
2002	2" ASPHALT MILL	SY	1,771	$ 5.68	$ 10,059.28
2003	REMOVE 2' AC WEST OF MEDIAN	SY	379	$ 40.06	$ 15,182.74
2005	REMOVE/DISPOSE CURB AND GUTTER/SINGLE CURB	LF	3,560	$ 8.95	$ 31,862.00
2010	REMOVE/DISPOSE SIDEWALKS,DRIVEWAYS AND MISC. SLABS	SF	7,140	$ 4.69	$ 33,486.60
2012	REMOVE/DISPOSE VALLEY GUTTER	SF	779	$ 7.42	$ 5,780.18
2014	REMOVE/DISPOSE OF CATCH BASINS	EA	4	$ 2,126.53	$ 8,506.12
2015	REMOVE/DISPOSE 24" STORM DRAIN	LF	1,155	$ 32.87	$ 37,964.85
2020	REMOVE/DISPOSE OF EXISTING PAVERS	SF	6,396	$ 6.83	$ 43,684.68
2021	REMOVE/DISPOSE OF EXISTING PIPE	LF	798	$ 70.84	$ 56,530.32
2023	REMOVE/DISPOSE CONCRETE GOLF PATH	SF	1,260	$ 3.90	$ 4,914.00
2024	REMOVE/DISPOSE FENCE	LF	100	$ 19.15	$ 1,915.00
2025	REMOVE TREES	EA	15	$ 2,500.00	$ 37,500.00
2040	REMOVE EXISTING IRRIGATION AND CAP	LS	1	$ 25,000.00	$ 25,000.00
2045	REMOVE/SALVAGE TRAFFIC SIGN ASSEMBLY	EA	3	$ 400.00	$ 1,200.00
2050	REMOVE/DISPOSE OF STORM DRAIN MANHOLE	EA	1	$ 5,094.89	$ 5,094.89
					$ -
	SUBTOTAL - INVERGORDON ROAD REMOVALS				**$ 339,026.02**
	INVERGORDON ROAD EARTHWORK				
2205	ROADWAY EXCAVATION (NON BOX AREAS)	SY	3,600	$ 9.39	$ 33,804.00
2210	SG PREP FOR THE ROADWAY	SY	3,600	$ 4.23	$ 15,228.00
2215	SG PREP FOR INTERLOCKING BRICK	SF	9,440	$ 2.36	$ 22,278.40
2220	AGGREGATE BASE COURSE 8" THICK	SY	3,600	$ 17.72	$ 63,792.00
2225	MEDIAN GRADING	SF	9,000	$ 1.56	$ 14,040.00
2230	PARKWAY GRADING	SF	19,160	$ 1.46	$ 27,973.60
2235	HAUL OFF BOX AND PIPE SPOILS	CY	9,175	$ 35.46	$ 325,345.50
					$ -
	SUBTOTAL - INVERGORDON ROAD EARTHWORK				**$ 502,461.50**
	MOCKINGBIRD LANE DRAINAGE				
300	FURNISH/INSTALL 18" RGRCP MAINLINE	LF	2,712	$ 218.19	$ 591,731.28
305	FURNISH/INSTALL 24" RGRCP MAINLINE	LF	1,480	$ 267.08	$ 395,278.40
310	FURNISH/INSTALL 30" RGRCP MAINLINE	LF	825	$ 299.51	$ 247,095.75
320	MANHOLES PER MAG DTL 520,522	EA	15	$ 13,291.76	$ 199,376.40
325	CATCH BASINS PER MAG 542-1,M-1,L=6	EA	14	$ 12,320.38	$ 172,485.32
330	CATCH BASINS PER MAG 542-2,M-1,L=6	EA	13	$ 12,641.99	$ 164,345.87
365	STORM DRAIN TEE CONNECTIONS	EA	14	$ 1,812.91	$ 25,380.74
370	DUMPED RIP RAP D=50,24" DEEP	TN	150	$ 145.99	$ 21,898.50

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
375	CATCH BASIN MAG 537 DOUBLE GRATE, TYPE G	EA	7	$ 7,400.12	$ 51,800.84
380	CATCH BASIN MAG 537 SINGLE GRATE, TYPE G	EA	1	$ 6,411.37	$ 6,411.37
385	CONCRETE ENCASEMENTS, MAG DET 404-3, 18" & 24" STORM DRAIN	LF	545	$ 408.97	$ 222,888.65
390	SCUPPER, MAG DET 206-1, 7-CELL	EA	1	$ 17,947.06	$ 17,947.06
					$ -
	SUBTOTAL - MOCKINGBIRD LANE DRAINAGE				**$ 2,116,640.18**
	MOCKINGBIRD LANE STORM DRAIN LATERALS				
400	18" RGRCP STORM DRAIN LATERALS	EA	36	$ 18,224.14	$ 656,069.04
					$ -
	SUBTOTAL - MOCKINGBIRD LANE STORM DRAIN LATERALS				**$ 656,069.04**
	INVERGORDON ROAD STORM DRAIN PIPE				
2300	24" RGRCP LATERALS	EA	6	$ 22,196.00	$ 133,176.00
					$ -
	SUBTOTAL - INVERGORDON ROAD STORM DRAIN PIPE				**$ 133,176.00**
	INVERGORDON ROAD DRAINAGE				
2600	12'X3' PRECAST BOX CULVERT PER ADOT 6.01-1	LF	1,530	$ 1,958.84	$ 2,997,025.20
2610	TEMP END WALL FOR BOX CULVERT	EA	1	$ 2,501.75	$ 2,501.75
2615	SHORING FOR THE BOX CULVERT	LS	1	$ 20,000.00	$ 20,000.00
2620	MANHOLES ON THE BOX PER MAG 520,522	EA	6	$ 10,085.01	$ 60,510.06
2625	HEADWALL PER ADOT SD 6.08-1	EA	1	$ 15,480.22	$ 15,480.22
2630	CATCH BASINS PER MAG 542-2,M-2,L=10	EA	2	$ 14,499.82	$ 28,999.64
2635	CATCH BASINS PER MAG 542-1,M-1,L=10	EA	2	$ 12,420.11	$ 24,840.22
2640	CATCH BASINS MAG 542-2,M-2,L=10,L=3,	EA	2	$ 11,231.05	$ 22,462.10
2645	CONCRETE ENCASEMENTS, MAG DET 404-3, 12" SANITARY SEWER	LF	20	$ 156.50	$ 3,130.00
2650	RIP RAP D50=12", THICKNESS=2'	CY	300	$ 153.74	$ 46,122.00
2601	POTHOLING	LS	1	$ 49,992.24	$ 49,992.24
					$ -
	SUBTOTAL - INVERGORDON ROAD DRAINAGE				**$ 3,271,063.43**
	INVERGORDON ROAD CONCRETE				
2700	CURB & GUTTER MAG 220-1,TYPE A, H=6" GRAY	LF	1,576	$ 41.87	$ 65,987.12
2705	SINGLE CURB MAG 222, TYPE A,H=6, GRAY	LF	1,805	$ 34.02	$ 61,406.10
2710	RIBBON CURB MAG 220-1, TYPE B, GRAY	LF	230	$ 44.18	$ 10,161.40
2715	CURB FOR BRICK PAVERS, GRAY	LF	1,150	$ 44.18	$ 50,807.00
2720	4" SIDEWALK PER MAG 230 SAN DIEGO BUFF	SF	6,528	$ 9.73	$ 63,517.44
2760	VALLEY GUTTER & APRONS PER MAG 240, GRAY	SF	994	$ 20.26	$ 20,138.44
2765	CONCRETE MEDIAN NOSE PER MAG DET 223	SF	350	$ 29.75	$ 10,412.50
2770	6" CONCRETE BASE FOR INTERLOCKING PAVERS, GRAY	SF	6,050	$ 9.21	$ 55,720.50
2775	10' SIDEWALK FOR GOLF COURSE PATH, GRAY	SF	1,260	$ 13.00	$ 16,380.00
2780	DIRECTIONAL RAMP,SAN DIEGO BUFF	EA	1	$ 3,199.95	$ 3,199.95
2785	CONCRETE MEDIAN NOSE PER COS 2226, GRAY	SF	335	$ 30.95	$ 10,368.25
2790	MOD. RAD. PARA. RAMP MAG 236-5,SAN DIEGO BUFF	EA	1	$ 4,867.24	$ 4,867.24
2795	MOD RAD. RAMP PER MAG 236-1,SAN DIEGO BUFF	EA	2	$ 3,445.01	$ 6,890.02
	SUBTOTAL - INVERGORDON ROAD CONCRETE				**$ 379,855.96**
	INVERGORDON ROAD PAVING				
2800	3" AC BASE COURSE R-3/4" MIX (MARSHALL)	SY	3,092	$ 19.16	$ 59,242.72
2805	2" AC SURF COURSE 1/2" MIX (MARSHALL)	SY	3,092	$ 14.34	$ 44,339.28
2807	2" ASPHALT OVERLAY	SY	1,795	$ 29.84	$ 53,562.80
2809	4' AC PATCH BACK	SY	652	$ 21.30	$ 13,887.60
2810	BITUMINOUS TACK COAT SS-1H DILUTED	TN	10	$ 2,500.00	$ 25,000.00
2815	FURNISH/INSTALL INTERLOCKING BRICK PAVERS	SF	6,050	$ 25.00	$ 151,250.00
2820	ADJ VALV,BOX,COVER PER COS 2270	EA	11	$ 900.00	$ 9,900.00
2825	ADJ MANHOLE FRAME,COVER PER COS 2270	EA	15	$ 900.00	$ 13,500.00
2830	SURVEY MARKERS	EA	3	$ 500.00	$ 1,500.00
2840	NEW FENCING TO MATCH EXISTING	LF	100	$ 80.00	$ 8,000.00
					$ -
	SUBTOTAL - INVERGORDON ROAD PAVING				**$ 394,807.40**
	INVERGORDON ROAD SIGNAGE				
2900	RELOCATE SIGN	EA	5	$ 500.00	$ 2,500.00
930	RELOCATE SIGN	EA	6	$ 350.00	$ 2,100.00
2905	PERFORATED SIGN POST	LF	25	$ 30.00	$ 750.00

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
2910	PERFORATED SIGN POST FOUNDATION, DET 2058	EA	6	$ 300.00	$ 1,800.00
					$ -
	SUBTOTAL - INVERGORDON ROAD SIGNAGE				**$ 7,150.00**
	INVERGORDON ROAD STRIPING				
3000	8" SOLID WHITE PAINT	LF	2,565	$ 0.25	$ 641.25
3005	8" SOLID WHITE THERMOPLASTIC	LF	2,565	$ 0.97	$ 2,488.05
3010	PAINT MEDIAN NOSE, COS 2290-1	EA	6	$ 141.41	$ 848.46
3025	BIKE SYMBOL, THERMOPLASTIC/PREFORMED	EA	4	$ 800.00	$ 3,200.00
3040	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	25	$ 3.96	$ 99.00
					$ -
	SUBTOTAL - INVERGORDON ROAD STRIPING				**$ 7,276.76**
	INVERGORDON ROAD IRRIGATION				
3100	LANDSCAPE & IRRIGATION RESTORATION	SF	6,324	$ 2.10	$ 13,280.40
3105	SPARE PARTS(1 REMOTE CONTROL VALVE,1 KEY TO IRRIGATION CONTROLLER,5 5	LS	1	$ 3,500.00	$ 3,500.00
					$ -
	SUBTOTAL - INVERGORDON ROAD IRRIGATION				**$ 16,780.40**
	INVERGORDON ROAD LANDSCAPING				
3200	36" BOX TREES, 2" MINIMUM CALIPER (CALIPER NOT GUARANTEED)	EA	20	$ 808.89	$ 16,177.80
3205	BOULDERS, 1 TN, +/-, SURFACE SELECT	EA	24	$ 441.23	$ 10,589.52
3210	ACCENTS CACTI - 5 GAL	EA	12	$ 39.17	$ 470.04
3215	GRASSES	EA	22	$ 39.17	$ 861.74
3220	GROUNDCOVER - 1 GAL	EA	25	$ 28.50	$ 712.50
3225	SHRUBS - 5 GAL	EA	15	$ 39.00	$ 585.00
3230	OCOTILLO, 5 CANE MIN	EA	4	$ 143.38	$ 573.52
3235	PRICKLY PEAR, 5 PAD MIN	EA	2	$ 143.38	$ 286.76
3230	MATCH EXISTING DG	SF	23,100	$ 1.40	$ 32,340.00
3245	RIP RAP PALIMINO GOLD, D50=6"	SF	30	$ 155.00	$ 4,650.00
3250	TURF MATCH EXISTING	SF	1,585	$ 8.33	$ 13,203.05
3255	TIFGREEN HYBRID BERMUDA 328 SOD	SF	9,567	$ 2.33	$ 22,291.11
3260	LANDSCAPE ESTABLISHMENT (90 DAYS)	LS	1	$ 27,531.44	$ 27,531.44
					$ -
	SUBTOTAL - INVERGORDON ROAD LANDSCAPING				**$ 130,272.48**
	MOCKINGBIRD AND INVERGORDON WATER LINE RELOCATIONS				
855	MOBILIZATION/DEMOBILIZATION	LS	1	$ 41,874.92	$ 41,874.92
860	PERMITS	AL	1	$ 3,000.00	$ 3,000.00
865	CONSTRUCTION STAKING/ASBUILTS	LS	1	$ 34,320.00	$ 34,320.00
870	MATERIAL TESTING ALLOWANCE	AL	1	$ 32,136.00	$ 32,136.00
875	PUBLIC RELATIONS ALLOWANCE	AL	1	$ 15,000.00	$ 15,000.00
880	TRAFFIC CONTROL ALLOWANCE	AL	1	$ 44,832.55	$ 44,832.55
885	FLAG TRAFFIC ALLOWANCE	AL	1	$ 104,516.50	$ 104,516.50
890	OFF-DUTY POLICE OFFICER ALLOWANCE	AL	1	$ 24,000.00	$ 24,000.00
891	SWEEPING ALLOWANCE	AL	1	$ 15,000.00	$ 15,000.00
892	POTHOLING	LS	1	$ 44,398.48	$ 44,398.48
893	METER BOXES	EA	11	$ 807.25	$ 8,879.75
894	SAWCUT & PULVERIZE AC	SY	480	$ 78.17	$ 37,521.60
895	REMOVE/DISPOSE CURB AND GUTTER/SINGLE CURB	LF	210	$ 31.69	$ 6,654.90
896	REMOVE/DISPOSE SIDEWALKS,DRIVEWAYS AND MISC. SLABS	SF	1,050	$ 6.53	$ 6,856.50
900	REMOVE/RELOCATE FIRE HYDRANT, MAG DET 360	EA	1	$ 13,977.91	$ 13,977.91
910	VERT. REALIGN 6" WATERLINE, COP DET P-1370	LF	204	$ 501.37	$ 102,279.48
915	VERT. REALIGN 8" WATERLINE, COP DET P-1370	LF	877	$ 513.31	$ 450,172.87
917	VERT. REALIGN 12" WATERLINE, COP DET P-1370	LF	392	$ 545.26	$ 213,741.92
925	2" WATER SERVICE REALIGNMENTS/RELOCATES	EA	11	$ 6,862.53	$ 75,487.83
935	REMOVE EXISTING 12" ACP WATERLINE (WITH STORM DRAIN IMPROVEMENTS)	LF	1,153	$ 44.99	$ 51,873.47
912	6" INSERTA VALVE (IF REQUIRED)	EA	1	$ 4,307.95	$ 4,307.95
916	8" INSERTA VALVE (IF REQUIRED)	EA	1	$ 4,607.95	$ 4,607.95
918	12" INSERTA VALVE (IF REQUIRED)	EA	1	$ 4,607.95	$ 4,607.95
950	LANDSCAPE/IRRIGATION RESTORATION	LS	1	$ 13,000.00	$ 13,000.00
955	CURB & GUTTER MAG 220-1,TYPE A, H=6"	LF	210	$ 74.68	$ 15,682.80
960	4" SIDEWALK PER MAG 230	SF	1,050	$ 16.25	$ 17,062.50
965	4' AC PATCH BACK	SY	480	$ 37.12	$ 17,817.60

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST
					$ -
EXHIBIT C.8.1	**SUBTOTAL - MOCKINGBIRD AND INVERGORDON WATER LINE RELOCATIONS**				**$ 1,403,611.43**
	INVERGORDON AND MOCKINGBIRD SEWER				
905	RELOCATE MOCKINGBIRD SEWER LINE	LF	60	$ 196.82	$ 11,809.20
3300	FURNISH/INSTALL NEW SEWER MANHOLE, 48", MAG DET 420 & 424	EA	1	$ 24,198.40	$ 24,198.40
3305	12" SEWER LINE, PVC, SDR-35	LF	100	$ 250.00	$ 25,000.00
3310	BYPASS PUMPNIG	LS	1	$ 50,000.00	$ 50,000.00
3315	REMOVE/DISPOSE OF SEWER MANHOLE	EA	1	$ 5,139.89	$ 5,139.89
3320	REMOVE/DISPOSE OF SEWER ENCASEMENT	EA	1	$ 2,734.97	$ 2,734.97
3325	REMOVE EXISTING 12" PVC SEWER	LF	100	$ 48.08	$ 4,808.00
	SUBTOTAL - INVERGORDON AND MOCKINGBIRD SEWER				**$ 123,690.46**
	PROJECT SPECIFIC GENERAL CONDITIONS				
10050	PROJECT SPECIFIC GENERAL CONDITIONS (DOUBLE HEADING INCL. ADDITIONAL ASSISTANT SUPERINTENDENT)	MO	3.0	$ 120,489.90	$ 361,469.70
10051	ADDITIONAL ASSISTANT SUPERINTENDENT FOR DOUBLE-HEADING APPROACH	MO	3.0	$ 22,570.24	$ 67,710.72
970 EXHIBIT C.8.1	WATER LINE GCS (EARLY PHASE MARCH - APRIL 2026 BEFORE DRAINAGE IMPROVEMENTS BEGIN IN MAY 2026)	MO	2.0	$ 120,489.90	$ 240,979.80
	SUBTOTAL - PROJECT SPECIFIC GENERAL CONDITIONS			**$ 1,099,340.64**	**$ 670,160.22**
	INVERGORDON ROAD ALLOWANCES				
12015.1	MATERIAL ESCALATION ALLOWANCE (79% SHARED FUNDING)	AL	0.79	$ 75,000.00	$ 59,250.00
12025.1	ADDITIONAL AC THICKNESS REMOVAL ALLOWANCE (30% SHARED FUNDING)(2,060 TOTAL X 30% = 618 SY)	SY	618	$ 4.42	$ 2,731.56
	SUBTOTAL - INVERGORDON ROAD ALLOWANCES			**$ 84,105.20**	**$ 61,981.56**
G	**RUNNING TOTAL NO. 1: INVERGORDON ROAD DIRECT COSTS**				**$ 11,673,383.83**
H1	CONSTRUCTION FEE (3.5% OH AND 4.0% PROFIT)		7.50%		$ 875,503.79
H2	**SUBTOTAL - CONSTRUCTION FEE**				**$ 875,503.79**
H	**RUNNING TOTAL NO. 2: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE**				**$ 12,548,887.62**
I1	INSURANCE		1.75%		$ 219,605.53
I2	BONDS (PAYMENT & PERFORMANCE)		0.75%		$ 94,116.66
I3	**SUBTOTAL - OVERHEAD AND FEE**				**$ 313,722.19**
I	**RUNNING TOTAL NO. 3: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS**				**$ 12,862,609.81**
J1	SALES TAXES (7.215% or 11.1% of 65% of Running Total No. 3)		7.215%		$ 928,037.30
	SALES TAX CREDIT FOR ALLOWED MATERIALS ($1,720,161.00 + 144,462.00 for WL)(THIS IS AN ESTIMATE; FINAL CREDIT WILL BE BASED ON ACTUAL ALLOWED MATERIALS PURCHASED)	AL	7.215%	$ 1,864,623.00	$ (134,532.55)
J2	**SUBTOTAL - SALES TAXES**				**$ 793,504.75**
J	**RUNNING TOTAL NO. 4: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS + SALES TAXES**				**$ 13,656,114.56**
K1	TOWN'S CONTINGENCY (INCLUDING MARK- UPS AND CONSTRUCTION FEE)(EXCLUDED)				$ 139,413.15
K2	**SUBTOTAL - TOWN'S CONTINGENCY**				**$ 139,413.15**
L1	**GMP (02/12/26) TOTAL (SHARED FUNDING PROJECT SCOPE):** *** ALL OF INVERGORDON IMPROVEMENTS: ALL WORK IS RELATED TO DRAINAGE IMPROVEMENTS** *** MOCKINGBIRD IMPROVEMENTS: ONLY DRAINAGE-RELATED IMPROVEMENTS INCLUDING UTILITY RELOCATIONS (INCL. MARK-UPS)(EXCLUDING WATER RELOCATIONS)**				**$ 13,795,527.71**
	SHARED FUNDING BREAKDOWN:				
L2	**TOWN & FCDMC FUNDING BREAKDOWN:**		**35%** **65%**	**TOWN** **FCDMC**	**$ 4,828,434.70** **$ 8,967,093.01**
M	**GMP (02/12/26) PROJECT TOTAL: MOCKINGBIRD 100% TOWN FUNDED IMPROVEMENTS (LINES F + L2)**				**$ 17,523,846.14**

EXHIBIT C.8.1: SCHEDULE OF VALUES – WATER LINE RELOCATIONS SHARED COST DETAIL (2 PAGE)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

This is not an additional cost component but a breakout of the Mockingbird and Invergordon Water Line Relocations section (Pay Items 855 through 965 and 970) from the main SOV (Exhibit C.8) detailing the cost sharing between the Town of Paradise Valley and the City of Phoenix

SEE SCHEDULE OF VALUES FOLLOWING THIS PAGE

EXHIBIT C.8.1 - WATER LINE RELOCATION SCHEDULE OF VALUES (02/13/26)
100% DESIGN STAGE

TOWN OF PARADISE VALLEY ROADWAY & DRAINAGE IMPROVEMENTS - MOCKINGBIRD LN. FROM 56th ST. TO INVERGORDON RD.
TOPV PROJECT NUMBER: 2021-03 & 2021-12
AGC PROJECT NUMBER: 4137100

SHARED FUNDING SOURCES - 35% TOWN AND 65% FCDMC
ALL WATER LINE RELOCATIONS ARE REQUIRED DUE TO THE DRAINAGE IMPROVEMENTS

PV COST SHARE VS. COP COST SHARE

PAY ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT COST	TOTAL COST	PV COST SHARE QTY	PV COST SHARE TOTAL COST	COP COST SHARE QTY	COP COST SHARE TOTAL COST
	WATER LINE RELOCATIONS								
855	MOBILIZATION/DEMOBILIZATION	LS	1	$ 41,874.92	$ 41,874.92	0.35	$ 14,656.22	0.65	$ 27,218.70
860	PERMITS	AL	1	$ 3,000.00	$ 3,000.00	0.35	$ 1,050.00	0.65	$ 1,950.00
865	CONSTRUCTION STAKING/ASBUILTS	LS	1	$ 34,320.00	$ 34,320.00	0.35	$ 12,012.00	0.65	$ 22,308.00
870	MATERIAL TESTING ALLOWANCE	AL	1	$ 32,136.00	$ 32,136.00	0.35	$ 11,247.60	0.65	$ 20,888.40
875	PUBLIC RELATIONS ALLOWANCE	AL	1	$ 15,000.00	$ 15,000.00	0.35	$ 5,250.00	0.65	$ 9,750.00
880	TRAFFIC CONTROL ALLOWANCE	AL	1	$ 44,832.55	$ 44,832.55	0.35	$ 15,691.39	0.65	$ 29,141.16
885	FLAG TRAFFIC ALLOWANCE	AL	1	$ 104,516.50	$ 104,516.50	0.35	$ 36,580.78	0.65	$ 67,935.73
890	OFF-DUTY POLICE OFFICER ALLOWANCE	AL	1	$ 24,000.00	$ 24,000.00	0.35	$ 8,400.00	0.65	$ 15,600.00
891	SWEEPING ALLOWANCE	AL	1	$ 15,000.00	$ 15,000.00	0.35	$ 5,250.00	0.65	$ 9,750.00
892	POTHOLING	LS	1	$ 44,398.48	$ 44,398.48	0.35	$ 15,539.47	0.65	$ 28,859.01
893	METER BOXES (REMOVE/REINSTALL EXISTING)	EA	11	$ 807.25	$ 8,879.75	5.5	$ 4,439.88	5.5	$ 4,439.87
894	SAWCUT & PULVERIZE AC	SY	480	$ 78.17	$ 37,521.60	240	$ 18,760.80	240	$ 18,760.80
895	REMOVE/DISPOSE CURB AND GUTTER/SINGLE CURB	LF	210	$ 31.69	$ 6,654.90	82	$ 2,598.58	128	$ 4,056.32
896	REMOVE/DISPOSE SIDEWALKS,DRIVEWAYS AND MISC. SLABS	SF	1,050	$ 6.53	$ 6,856.50	408	$ 2,664.24	642	$ 4,192.26
900	REMOVE/RELOCATE FIRE HYDRANT, MAG DET 360	EA	1	$ 13,977.91	$ 13,977.91	-	$ -	1	$ 13,977.91
910	VERT. REALIGN 6" WATERLINE, COP DET P-1370	LF	204	$ 501.37	$ 102,279.48	73	$ 36,600.01	131	$ 65,679.47
915	VERT. REALIGN 8" WATERLINE, COP DET P-1370	LF	877	$ 513.31	$ 450,172.87	670	$ 343,917.70	207	$ 106,255.17
917	VERT. REALIGN 12" WATERLINE, COP DET P-1370	LF	392	$ 545.26	$ 213,741.92		$ -	392	$ 213,741.92
925	2" WATER SERVICE REALIGNMENTS/RELOCATES	EA	11	$ 6,862.53	$ 75,487.83	5.5	$ 37,743.92	5.5	$ 37,743.91
935	REMOVE EXISTING 12" ACP WATERLINE (WITH STORM DRAIN IMPROVEMENTS)	LF	1,153	$ 44.99	$ 51,873.47		$ -	1,153	$ 51,873.47
912	6" INSERTA VALVE (IF REQUIRED)	EA/AL	1	$ 4,307.95	$ 4,307.95	0.5	$ 2,153.98	0.5	$ 2,153.98
916	8" INSERTA VALVE (IF REQUIRED)	EA/AL	1	$ 4,607.95	$ 4,607.95	0.5	$ 2,303.98	0.5	$ 2,303.98
918	12" INSERTA VALVE (IF REQUIRED)	EA/AL	1	$ 4,607.95	$ 4,607.95	-	$ -	1	$ 4,607.95
950	LANDSCAPE/IRRIGATION RESTORATION	LS	1	$ 13,000.00	$ 13,000.00	0.47	$ 6,157.89	0.53	$ 6,842.11
955	CURB & GUTTER MAG 220-1,TYPE A, H=6"	LF	210	$ 74.68	$ 15,682.80	82	$ 6,098.87	128	$ 9,583.93
960	4" SIDEWALK PER MAG 230	SF	1,050	$ 16.25	$ 17,062.50	408	$ 6,635.42	642	$ 10,427.08
965	4' AC PATCH BACK	SY	480	$ 37.12	$ 17,817.60	240	$ 8,908.80	240	$ 8,908.80
	SUBTOTAL - WATER LINE RELOCATIONS (35% PV, 65% COP)(RELATED GENERAL PAY ITEMS 855 - 892 & 970 ALLOCATED ACCORDINGLY)				**$ 1,403,611.43**	**43%**	**$ 604,661.51**	**57%**	**$ 798,949.90**
970	WATER LINE GCS (EARLY PHASE MARCH - APRIL 2026 BEFORE DRAINAGE IMPROVEMENTS BEGIN IN MAY 2026)	MO	2.0	$ 120,489.90	$ 240,979.80	0.35	$ 84,342.93	0.65	$ 156,636.87
	SUBTOTAL - WATER LINE SPECIFIC GENERAL CONDITIONS				**$ 240,979.80**		**$ 84,342.93**		**$ 156,636.87**
G	**RUNNING TOTAL NO. 1: INVERGORDON ROAD DIRECT COSTS**				**$ 1,644,591.23**		**$ 689,004.44**		**$ 955,586.77**
H1	CONSTRUCTION FEE (3.5% OH AND 5.0% PROFIT)		7.50%		$ 123,344.34		$ 51,675.33		$ 71,669.01
H2	**SUBTOTAL - CONSTRUCTION FEE**				**$ 123,344.34**		**$ 51,675.33**		**$ 71,669.01**
H	**RUNNING TOTAL NO. 2: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE**				**$ 1,767,935.57**		**$ 740,679.77**		**$ 1,027,255.78**
I1	INSURANCE		1.75%		$ 30,938.87		$ 12,961.90		$ 17,976.98
I2	BONDS (PAYMENT & PERFORMANCE)		0.75%		$ 13,259.52		$ 5,555.10		$ 7,704.42
I3	**SUBTOTAL - OVERHEAD AND FEE**				**$ 44,198.39**		**$ 18,516.99**		**$ 25,681.40**
I	**RUNNING TOTAL NO. 3: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS**				**$ 1,812,133.96**		**$ 759,196.76**		**$ 1,052,937.20**
J1	SALES TAXES (7.215% or 11.1% of 65% of Running Total No. 3)		7.215%		$ 130,745.47		$ 54,776.05		$ 75,969.42
	SALES TAX CREDIT ON ALLOWABLE WATER LINE MATERIALS (ACTUAL CREDIT WILL BE BASED ON ACTUAL PURCHASED MATERIALS)	AL	7.215%	$ 144,462.00	$ (10,422.93)		$ (4,490.09)		$ (5,932.84)
J2	**SUBTOTAL - SALES TAXES**				**$ 120,322.54**		**$ 50,285.95**		**$ 70,036.59**
J	**RUNNING TOTAL NO. 4: INVERGORDON ROAD DIRECT COSTS + CONSTRUCTION FEE + INS & BONDS + SALES TAXES**				**$ 1,932,456.50**		**$ 809,482.72**		**$ 1,122,973.79**
K1	TOWN'S CONTINGENCY (INCLUDING MARK- UPS AND CONSTRUCTION FEE)(		1%		$ 19,324.57		$ 8,324.83		$ 10,999.74
K2	**SUBTOTAL - TOWN'S CONTINGENCY**				**$ 19,324.57**		**$ 8,324.83**		**$ 10,999.74**
L	**TOTAL WATER LINE RELOCATIONS (BOTH MOCKINGBIRD & INVERGORDON)**				**$ 1,951,781.07**		**$ 817,807.54**		**$1,133,973.53**
M	**WATER LINE RELOCATIONS (BOTH MOCKINGBIRD & INVERGORDON)(INCL. MARK-UPS)**		**35%**	**TOWN**	**$ 683,123.37**				
			65%	**FCDMC**	**$ 1,268,657.70**				

EXHIBIT C.9: ADDITIONAL SERVICES (1 PAGE)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

NONE REQUIRED OR DIRECTED FOR THIS GMP

EXHIBIT C.10: ACCEPTANCE PERIOD FOR GMP PROPOSAL (1 PAGE)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

The acceptance date in the form of an executed contract or amendment to the current contract for this GMP Proposal shall not occur later than April 01, 2026 to stay ahead of the long lead box culvert and maintain the project schedule (Exhibit C.6).

EXHIBIT C.11: RECOMMENDED SUBCONTRACTORS & SUPPLIERS AND RELATED QUOTES (25 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

See the following subcontractor and supplier award recommendations spreadsheet with quotes:
1) This Proposal is based on the recommended awarded subcontractor and supplier resource values and related proposals. Lead times stated on quotes/proposals apply and are planned for in our proposed schedule. Costs and/or schedule impacts related to supply chain issues that may arise out of the vendor's or Achen-Gardner's control will be accommodated with the Town's Contingency or change order. This GMP Submittal is based on the recommended awarded subcontractor values and related proposal quote clarifications, inclusions, exclusions, escalation clauses, and qualifications.

2)This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity adjustments.

3) Selections were based on the lowest, qualified bidders.

SCOPE OF WORK / MATERIAL	SUBCONTRACTOR / SUPPLIER (VENDOR) NAME
Aggregates (ABC and Rip Rap Only)	Affinity Material
	Buesing Corp
Asphalt Material	Southwest Asphalt/Fisher Sand & Gravel
Landscaping & Irrigation	SDL
Metals - Catch Basins	Grate Solutions
Milling	Milling Services
Precast Manholes	Olson Precast
Pipe Package	Core & Main
Pre-Cast Box Culvert and RGRCP	Rinker Materials
Redi-Mix	Suncore
	Rock Solid
	Suncore
Shoring	Trenchade
	United Rentals
Striping	Franklin Striping Inc
Traffic Control	AWP Safety
SELECTION NOTES	
6 Multiple Vendors may be utilized for redi-mix, ABC and shoring; the unit price is a composite of multiple quotes. Based on current and recent experience, the lowest bidders are at times not able to service and meet the full scope/entire project schedule due to multiple crew, shift, and off-peak service needs.	

Affinity Material Solutions, LLC
3317 S. Higley Road
Suite 114, PMB 472
Gilbert, AZ 85297
(602) 558-7621
Sales@affinitymaterials.com

Quotation

Date	Quote #
9/3/2025	9001

Customer:
Achen Gardner Construction 2195 W. Chandler Blvd. Suite 200 Chandler, AZ 85224 480-940-1300

Project:
TOPV Roadway and Drainage Improvements N Invergordon Rd & E Mockingbird Ln (on Mockingbird between N 56th St & N Invergorden Paradise Valley, AZ

$25-$50/load fuel surcharge will be assessed for orders that are less than three loads per day.

Prepared By	P.O. No.	Ship Via	Truck Type	Valid Until	Taxable
SW		Delivery	Ends, Supers, Bellies	12/31/2025	

Qty	UOM	Material	Cost	Description	Amount
40,600	TN	MAG ABC Non Lime	22.00	Delivery in End Dumps & Supers	893,200.00
40,600	TN	MAG ABC Non Lime	21.50	Delivery in Belly Dumps	872,900.00
750	TN	1"-4" Rip Rap Superstition Brow	27.00		20,250.00
25	TN	8"-12" Rip Rap Superstition Bro	30.50		762.50
25	TN	12"-36" Rip Rap Superstition Br	33.00		825.00
6	TN	Concrete Sand	35.00		210.00
1	EA	Short Load Fee	200.00		200.00

*Total dollar amount of quote is based on customer quantity requested. Final invoice is subject to change based on actual quantity delivered. Affinity Material Solutions' drivers will attempt to drop material where customer specifies, provided it does not interfere or endanger equipment and/or personnel. Affinity Material Solutions will not be responsible for damage caused to concrete, landscaping, or underground utilities due to customer designated drop locations. Invoices not paid within our credit terms will be assessed a Finance Charge. Cancellations of orders must be made no later than 4pm, the day before scheduled delivery, or a cancellation fee will be applied.

Total

If you have any questions concerning this quotation, please contact us at:
(602) 558-7621 or
sales@affinitymaterials.com

Thank you for your business!

Fisher Industries | 1302 West Drivers Way | Tempe, AZ 85284 | ph (480) 730-1033 | fax (480) 730-1264

MATERIALS QUOTE

Customer: Achen Gardner Contact: Bryon Lively Date: 09/04/25
Project: TOPV Mockingbird Lane Improvements
Location: Mockingbird Lane - 56th Street to Invergordon, Paradise Valley

Southwest Asphalt A Division of Fisher Industries

Freight	Qty	Unit	Product Description	Price	TOTAL
Delivered	602	TN	MAG/EVAC 1/2" Marshall PG 70-10	$93.80	$56,467.60
Delivered	440	TN	MAG/EVAC 3/4" Marshall PG 70-10	$92.16	$40,550.40

SPECIAL TERMS OR CONDITIONS: Add $5/ton 7/1/2026 good through 12/31/2026.

Special Terms	
Sub Total	$97,018.00
Taxes	
TOTAL	**$ 97,018.00**

Prices good through **June 30, 2026**

PO. Required within 30 days of this quote to secure pricing

Payment Due net 30

☐ Bituminous Materials and Diesel Fuel will be price adjusted on a monthly basis using the ADOT Bituminous Index. ***MONTH 2024 will serve as the "Initial Cost."**

IN WITNESS WHEREOF, the parties indicated below execute this Purchase Order agreement.

Achen Gardner		**Southwest Asphalt**	09/04/25
	Date		**Date**
		Brian Clark	Sales
Name	**Title**	**Name**	**Title**
			
Signature	**PO#**	**Signature**	



To: Achen Gardner
Attn: Israel Santillan

Project: Mockingbird Ln. - 56th St. to Invergordon Rd.
Location: Mockingbird Ln. - 56th St. to Invergordon Rd.
City: Paradise Valley, AZ

Quote Date: 10/01/25
Valid Until: 10/31/25

Service Direct Landscape is pleased to submit this quotation for the landscaping and irrigation supply and installation for the above referenced project. This proposal is based on Plan Sheets 54 through 75 dated 6/25 by Kimley Horn. Refer to page two for project qualifications.

Item No.	Item Description	Qty	Unit		Unit Price		Extended Price
1	Mobilization	1	EA	$	3,500.34	$	3,500.34
2	4" Schedule 40 PVC Irrigation Sleeve	132	LF	$	8.00	$	1,056.00
3	2" Schedule 40 PVC Irrigation Sleeve	2,194	LF	$	5.58	$	12,242.52
4	Controller Solar	7	EA	$	2,455.99	$	17,191.93
5	1" Reduced Pressure Backflow Prevention Unit and Cage	7	EA	$	3,262.26	$	22,835.82
6	3/4" Sch 40 PVC - Drip Lateral	4,268	LF	$	2.19	$	9,346.92
7	1" Drip Valve	18	EA	$	581.68	$	10,470.24
8	1" Sch. 40 PVC - Mainline	621	LF	$	2.45	$	1,521.45
9	Multi-Port Emitters (Trees)	55	EA	$	37.59	$	2,067.45
10	Multi-Port Emitters (Shrubs/Accents)	99	EA	$	35.96	$	3,560.04
11	Drip Lateral Flush Outlet	35	EA	$	47.30	$	1,655.50
12	Irrigation Restoration	3,055	SY	$	16.23	$	49,582.65
13	Saguaro 6' Spear	6	EA	$	1,234.20	$	7,405.20
14	36" Box Trees	55	EA	$	693.70	$	38,153.50
15	Ocotillo 8 cane min.	13	EA	$	122.96	$	1,598.48
16	5 Gallon Accents	129	EA	$	33.59	$	4,333.11
17	5 Gallon Shrub	33	EA	$	33.45	$	1,103.85
18	5 Gallon Groundcovers	115	EA	$	24.44	$	2,810.60
19	Landscape Boulders 1 Ton	55	EA	$	378.40	$	20,812.00
20	Salvage & Relocate Existing Boulder	4	EA	$	361.15	$	1,444.60
21	Decomposed Granite 'Madison Gold' 3/4" Scr.	600	SY	$	12.02	$	7,212.00
22	Decomposed Granite - Match existing	3,297	SY	$	10.82	$	35,673.54
23	Root Barriers - BioBarrier	3,820	SF	$	10.49	$	40,071.80
24	Tifgreen Bermuda Sod	1,063	SY	$	17.93	$	19,059.59
25	Turf Match Existing	2,370	SF	$	2.41	$	5,711.70
26	6" x 6" Concrete Header	140	LF	$	13.47	$	1,885.80
27	Dust Control	1	LS	$	6,973.68	$	6,973.68
28	90 Day Maintenance	3	MO	$	3,447.40	$	10,342.20
		PROJECT TOTAL:		**$**	**339,622.51**		

Project: Mockingbird Ln. - 56th St. to Invergordon Rd. Quote Date: 10/01/25
Location: Mockingbird Ln. - 56th St. to Invergordon Rd. Valid Until: 10/31/25
City: Paradise Valley, AZ

The following qualifications are specific to this project:

Inclusions & Clarifications:

- General Contractor is to provide finished grade at +/-.1' before commencement of landscape work.
- Service Direct Landscape will not be responsible for damage caused by others, animals, vandalism, or adverse weather conditions.
- Excavation requiring equipment larger than a ride-on Ditchwitch RT40 Trencher or Deere 30G excavator or equivalent will be considered hard dig. All hard dig conditions are excluded and will be performed on a time and material basis.
- Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
- General Contractor to supply fenced in area for SDL's storage container and equipment.
- Bid includes irrigation trench backfill as native soil.
- Bid includes sleeves as shown on plans to be installed prior to roads. Sleeves to be installed after road install will be at an additional cost.
- Sod quoted with no overseed. Alternate provided for overseeding of sod if required. $0.07/sf
- Irrigation system bid as potable unless otherwise noted.
- Proposal based on typical 40-hour work week, Monday through Friday, Excludes overtime, weekend, and night work.
- Trees will be planted per Detail 1, sheet 63. All new trees are 36" box size which are typically 24" deep. Sheets 64-65 give a different visual. We will not be over-excavating tree pits.

Exclusions:

- Bid excludes Testing, Survey, Staking, Structural Calculations and/or Engineering, and Special Inspections.
- Bid excludes sales tax, all specialty fees, ROW fees, permits, bonds, special wages and any special or extenuating insurances coverages for Prime Contractor or Owner that SDL does not already carry.
- Bid excludes OCIP/CCIP program enrollment.
- Bid excludes Davis Bacon and/or Prevailing Wages.
- Bid excludes all berms, swales, and catch basins.
- Bid excludes all soil preparation, and import or export of soil.
- Bid excludes traffic control.
- Bid excludes the cutting and patching of asphalt and/or concrete.
- Bid excludes maintenance of existing irrigation system.
- Bid excludes trenching under walls, boring, and slurry.
- Bid excludes all demolition and salvage work.
- Bid excludes repairs and/or removals of landscape and irrigation not specified on plans.
- Bid excludes maintenance & protection to existing landscape & irrigation system.
- Bid excludes water taps, meters and water costs.
- Bid excludes manual watering of landscape.
- Bid excludes Weed Removal in existing landscape areas (Turf & Decomposed Granite areas).
- Bid excludes Salvage & Relocation of Rip-Rap.
- Bid excludes all concrete, masonry and pavement work unless quoted above.

Project: Mockingbird Ln. - 56th St. to Invergordon Rd. Quote Date: 10/01/25
Location: Mockingbird Ln. - 56th St. to Invergordon Rd. Valid Until: 10/31/25
City: Paradise Valley, AZ

Thank you for the opportunity to bid this project, we look forward to working with you. Should you have questions I can be reached at 602.843.1310.

Best Regards,

Rob Evans
revans@sdl-az.com

MILLING
SERVICES

Proposal And Contract

Project Name: TOPV Roadway & Drainage Improvements
N. 56th St & E. Mockingbird Ln, Paradise Valley AZ

Client Contact: Estimator
Billing Information:
Client: Achen Gardner
Address:

9/9/2025

1	MILL UP TO 5" AC	11,271	SY	$	4.33	$	48,803.43
2	MILL 2" AC	10,460	sy	$	3.16	$	33,053.60
3	MOBILIZATION IN AND OUT	3	EA	$	1,500.00	$	4,500.00
						$	**86,357.03**

Item 1 Includes: Cut, Load, Haul & Dispose of AC
Item 2 Includes: Cut, Load, Haul & Dispose of AC, Sweeper & Trimmer
Item 1 to be completed in 2 shifts with 2 move ins
Item 2 to be completed in 2 shifts with 1 move in

****Items to be milled at minimum width of 7' 3"
Contractor to provide water/water source/meter for machine at the rate of 1000 gal per hr.
All milling is to be performed at the direction of the contractor.

**This Quote expires in 30 Days

Exclusions:
Ramping, Traffic Control, Blue Stake, Pedestrian/Foot Traffic Prevention, Layout and Any work not listed by line items above.
Petro matt
****ALL PEDESTRIANS AND NON MILLING SERVICE EMPLOYEES ARE TO REMAIN 15' FROM ALL MILLING EQUIPMENT****

Respectfully Submitted By	Accepted	Date
Nicholas Coakley		

Nicholas Coakley
Estimator
Phone: 480-271-2914
E-Mail: ncoakley@millingservices.com
4511 E. Kerby Avenue, Phoenix, AZ 85040
visit us at- www.millingservices.com

GRATE SOLUTIONS COMPANY INC.
dba G.S.C.I.
724 W COMMERCE AVE
GILBERT, AZ 85233

Estimate

Date	Estimate #
9/2/2025	65937

Name / Address
ACHEN GARDNER kbilby@achen.com 550 S. 79th STREET CHANDLER, AZ 85226

Project
TOPV ROADWAY

Project Details

Contact Name / #	Sales Rep	Delivery Date	P.O. #/JOB #
BYRON LIVELY	JF		

Description	Qty	Cost	Total
MAG 542-1, M-1, L=6', 11' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	14	925.00	12,950.00
MAG 542-2, M-1, L=6', 11' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	13	925.00	12,025.00
MAG 542-2, M-1, L=10', 15' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	2	1,025.00	2,050.00
MAG 542-2, M-2, L=3', R=10', 18' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	1	1,100.00	1,100.00
MAG 542-2, M-2, L=10', R=3', 18' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	1	1,100.00	1,100.00
MAG 542-2, M-2, L=10', R=10', 25' Nose Angle with Round Cast Iron Frame and Cover with Spring Handle, gray primed finish, furnish only	2	1,275.00	2,550.00
MAG 537 Type G Single Grate and Frame, gray primed finish, furnish only	1	450.00	450.00

PLEASE CONTACT JOE FISCHER OR JAY SHINGLETON WITH ANY QUESTIONS REGARDING THIS ESTIMATE

Accounting Phone #	Accounting Email	Sales & Operations - Joe Fischer	Sales & Field Operations - Jay Shingleton
480-926-3450	terry@degconstruction.com	602-881-9882 / joe@gratesolutions.net	480-747-7283 / jay@gratesolutions.net

Subtotal	
Sales Tax (5.395%)	
Total	

GRATE SOLUTIONS COMPANY INC.
dba G.S.C.I.
724 W COMMERCE AVE
GILBERT, AZ 85233

Estimate

Date	Estimate #
9/2/2025	65937

Name / Address
ACHEN GARDNER kbilby@achen.com 550 S. 79th STREET CHANDLER, AZ 85226

Project
TOPV ROADWAY

Project Details

Contact Name / #	Sales Rep	Delivery Date	P.O. #/JOB #
BYRON LIVELY	JF		

Description	Qty	Cost	Total
MAG 537 Type G Double Grate and Frame, gray primed finish, furnish only	7	895.00	6,265.00
MAG 206 Scupper Nose Angle, 32’ long for 7 Barrel Scupper with 28’ Opening, gray primed finish, furnish only	1	800.00	800.00
MAG 145 Type 1 Handrail, 32’ long for 7 Barrel Scupper with 28’ Opening, installed and painted	1	3,150.00	3,150.00
Pair of MAG 145 Type 4 Handrail Wings, post holed in dirt, installed and painted $1385 (If required)	1	1,385.00	1,385.00
MAG 145 Type 1 Handrail, 35’ long for ADOT SD 6.08 Headwall with Wing Walls on Sheet 40, installed and painted	1	3,650.00	3,650.00

PLEASE CONTACT JOE FISCHER OR JAY SHINGLETON WITH ANY QUESTIONS REGARDING THIS ESTIMATE

Accounting Phone #	Accounting Email	Sales & Operations - Joe Fischer	Sales & Field Operations - Jay Shingleton
480-926-3450	terry@degconstruction.com	602-881-9882 / joe@gratesolutions.net	480-747-7283 / jay@gratesolutions.net

CUSTOM WORK REQUIRES PAYMENT UPON ORDER. ESTIMATES ARE GOOD FOR 30 DAYS ONLY, DUE TO STEEL INDUSTRY PRICING. STANDARD EXCLUSIONS ARE: TAXES, BONDS, ADDITIONAL INSURANCE REQUIREMENTS, RETENTION, ENGINEERING CALCS, PERMITS, TRAFFIC CONTROL, EXCAVATION, NIGHT-WORK, HOLIDAYS, WEEKENDS, DELIVERY & INSTALLATION (UNLESS NOTED), SHOP DRAWINGS, BLUE STAKING & PREVAILING WAGES. PRODUCTS LEFT OVER 90 DAYS WILL REQUIRE PICK UP OR DELIVERY. PAYMENT WILL BE FORFEITED IF LEFT BEYOND THIS PERIOD.

Subtotal	$47,475.00
Sales Tax (5.395%)	$0.00
Total	$47,475.00

Franklin Striping, Inc.
2832 S. 45th Street
Phoenix, AZ 85040
Phone: (480) 898-1180
Fax: (480) 668-9688

QUOTE NO: 091725

ATTENTION: **ESTIMATING DEPARTMENT**

PROJECT: **MOCKINGBIRD LANE - 56TH ST TO INVERGORDON RD**
PROJECT # **2021-03 & 2021-12** **DATE:** **9/9/2025**
LOCATION **PARADISE VALLEY, AZ**

ITEM NO.	SCOPE OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	PERMANENT PAINT WHITE, 4" EQUIV.	15285	LF	$0.11	$1,681.35
2	PERMANENT PAINT YELLOW, 4" EQUIV.	8230	LF	$0.11	$905.30
3	PAINTED MEDIAN NOSE W/ RPM'S	10	EA	$125.00	$1,250.00
4	4" EQUIV. WHITE EXTRUDED THERMOPLASTIC 90MIL	29830	LF	$0.43	$12,826.90
5	4" EQUIV. YELLOW EXTRUDED THERMOPLASTIC 90MIL	8230	LF	$0.43	$3,538.90
6	4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL	445	LF	$4.80	$2,136.00
7	PREFORMED TAPE SYMBOL, BIKE GUY/ARROW (3M 380)	13	EA	$640.00	$8,320.00
8	TYPE G RPM (1-WAY WHITE)	72	EA	$3.50	$252.00
9	TYPE M RPM (2-WAY BLUE)	10	EA	$3.50	$35.00
10	MOBILIZATION	2	EA	$1,000.00	$2,000.00
TOTAL	**BID PRICE:**				**$32,945.45**

***** ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT $1000.00 EACH FOR STRIPING.**

To schedule projects, email us at: scheduling@franklinstriping.com

DISCLAIMER:

Quantities shown above are an estimate only, actual field quantities installed will be used for billing purpose.
Excludes: Police Officer, Traffic control, barricades, signage, bonds, sales tax, permits, survey, sweeping, as builts, water supply, dump site, shadow truck, diamond grinding, obliteration, slurry seal or sealer for obliteration scarring, removal of curing compound from pccp & removal of chip seal markers.
Additional Mobilization Charges May Be Applied From Circumstances Beyond Our Control Which Would Prohibit The Above Mentioned Work From Being Completed As Scheduled.
(i.e. UNMOVED VEHICLES, TRAILER, SPRINKLERS, OR EXCESSIVELY DIRTY AREAS ETC.)

****FSI REQUIRES 15 DAYS NOTICE PRIOR TO ANY PAVEMENT MARKING NEEDED****

**** Contractor is to provide Striping Survey. Reference ADOT Standard Specifications 2021 Edition**
**** Sec.-925. Contractor to supply Survey Control points to be set every 50ft.**

**** If striping survey is not completed per ADOT Standard Specifications, a cost of $500.00/hour will be charged to layout.**

**** Franklin Striping Inc. will warranty the striping for 1 year.**

All material is guaranteed to be as specified and preformed in accordance with the drawings and specifications submitted for the above mentioned work and completed in a substantial workmanlike manner. Payment terms to be NET 30. This proposal is valid for 60 days. Licensed and Bonded.
Lic No. 115703 & 238964

SINCERELY,
PHIL KOWALCZYK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

PO#: _____

Bid Proposal for TOPV Roadway and Drainage Improvements

CUSTOMER

ACHEN GARDNER CONSTRUCTION LLC
550 S 79TH STREET
CHANDLER, AZ 85226
Contact: Bryon Lively
blively@achen.com

Job
TOPV Roadway and Drainage Improvements
PARADISE VALLEY, AZ
Bid Date: 09/10/2025 05:00 pm
Bid #: 4433082

CONTACT

Sales Representative
Bryant Argall
(T) 602-427-9218
Bryant.Argall@coreandmain.com

Core & Main
2401 South 19th Avenue
Phoenix, AZ 85009
(T) 6022550234

NOTES

ACHEN GARDNER CONSTRUCTION LLC
Job Location: PARADISE VALLEY, AZ
Bid Date: 09/10/2025 05:00 pm
Core & Main Bid #: 4433082

Core & Main
2401 South 19th Avenue
Phoenix, AZ 85009
Phone: 6022550234

Seq#	Qty	Description	Units	Price	Ext Price
20		*** WATER ***			
40		**12" VERTICAL REALIGNMENT**			
50	396	12 TR FLEX PR350 DI PIPE MCWANE	FT	72.54	28,725.84
60	680	27X340 POLYWRAP BLK 10-12 DIP 8MIL PERF 20' PER FOOT	FT	0.53	360.40
70	8	2X100 POLYWRAP TAPE BLK 10MIL PER ROLL	EA	4.97	39.76
80	500	WIRE 12/1 X 500 UF BLUE SOLID FEED 500' ROLL	FT	0.25	125.00
90	1	3X1000' DET TAPE WATER BLUE	EA	31.22	31.22
100	1	12 MJ 90 C153 IMP	EA	460.80	460.80
110	12	12 MJ 45 C153 IMP	EA	381.47	4,577.64
120	6	462-12751440-000 12X12 CPLG EPXY 12.75-14.40 OD	EA	570.95	3,425.70
130	26	12 TUFGRIP DI TLD-12 L/ACC (I)	EA	120.88	3,142.88
140	26	12 MJ REG ACC SET L/GLAND IMP	EA	43.69	1,135.94
				12" VERTICAL REALIGNMENT SUBTOTAL	**42,025.18**
160		**8" VERTICAL REALIGNMENT**			
170	684	8 TR FLEX PR350 DI PIPE MCWANE	FT	46.64	31,901.76
180	1020	20X340 POLYWRAP BLK 3-8 DIP 8MIL PERF 20' PER FOOT	FT	0.39	397.80
190	8	2X100 POLYWRAP TAPE BLK 10MIL PER ROLL	EA	4.97	39.76
200	1000	WIRE 12/1 X 500 UF BLUE SOLID FEED 500' ROLL	FT	0.25	250.00
210	1	3X1000' DET TAPE WATER BLUE	EA	31.22	31.22
220	32	8 MJ 45 C153 IMP	EA	177.18	5,669.76
230	1	8 MJ 22-1/2 C153 IMP	EA	172.56	172.56
240	3	8 MJ L/P SLV C153 IMP	EA	218.17	654.51
250	4	8X6 MJ RED C153 IMP	EA	126.94	507.76
260	9	462-08540985-000 8X12 CPLG EPXY 8.54-9.85 OD	EA	391.77	3,525.93
270	76	8 TUFGRIP DI TLD-8 L/ACC (I)	EA	55.90	4,248.40
280	76	8 MJ REG ACC SET L/GLAND IMP	EA	29.54	2,245.04
290	4	6 TUFGRIP DI TLD-6 L/ACC (I)	EA	37.27	149.08
300	4	6 MJ REG ACC SET L/GLAND IMP	EA	27.69	110.76
				8" VERTICAL REALIGNMENT SUBTOTAL	**49,904.34**
320		**6" VERTICAL REALIGNMENT**			
330	126	6 TR FLEX CL50 PR350 DI PIPE MCWANE	FT	35.57	4,481.82
340	8	6 MJ 45 C153 IMP	EA	121.65	973.20
350	2	6 MJ L/P SLV C153 IMP	EA	136.19	272.38
360	6	462-06540765-000 6X12 CPLG EPXY 6.54-7.65 OD	EA	282.86	1,697.16
370	20	6 TUFGRIP DI TLD-6 L/ACC (I)	EA	37.27	745.40
380	20	6 MJ REG ACC SET L/GLAND IMP	EA	27.69	553.80
				6" VERTICAL REALIGNMENT SUBTOTAL	**8,723.76**

Seq#	Qty	Description	Units	Price	Ext Price
420		**COPPER SERVICE RELOCATE**			
430		**CONTRACTOR TO VERIFY EXISTING SIZE**			
440	400	1X100 SOFT K COPPER USA PER FOOT	FT	12.35	4,940.00
450	18	C44-44-NL 1 BRS CPLG PJ CTSXPJ CTS NO LEAD	EA	28.52	513.36
				COPPER SERVICE RELOCATE SUBTOTAL	**5,453.36**
470		**1" WATER SERVICE**			
480	2	BR2B1314IP100 12X1IP BRZ SAD DBL WIDE BRZ STRAP	EA	250.40	500.80
		13.14-14.58 OD			
490	2	B25028N 1 BALL CORP STOP MIPTX110 COMP CTS 1/4 TURN NO LEAD	EA	80.30	160.60
500	100	1X100 SOFT K COPPER USA PER FOOT	FT	12.35	1,235.00
510	2	H15531N 1 BRS 90 110 COMP CTSXMIPT NO LEAD	EA	34.73	69.46
520	2	B20200N 1 STRT BALL VLV FIPTXFIPT LW 1/4 TURN NO LEAD	EA	107.11	214.22
530	2	H10890N 1 METER CPLG 2-5/8L NL NO LEAD	EA	18.05	36.10
540	2	#2 CONC METER BOX BODY PHOENIX	EA	63.48	126.96
550	2	#2 CONC MTR BOX LID PHX SPEC CITY OF PHOENIX	EA	140.52	281.04
				1" WATER SERVICE SUBTOTAL	**2,624.18**
570		**2" COPPER RELOCATED LINE**			
580		**PLANS SAY EXISTING MAY BE ACP**			
590	60	2X60 SOFT K COPPER USA PER FOOT	FT	35.17	2,110.20
600	2	C44-77-NL 2 BRS CPLG PJ CTSXPJ CTS NO LEAD	EA	128.83	257.66
				2" COPPER RELOCATED LINE SUBTOTAL	**2,367.86**
620		**8" GATE VALVE**			
630	1	8 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED	EA	1,460.41	1,460.41
		W/STAINLESS STEEL BOLTS & NUTS			
640	1	VALVE BOX CONCRETE BASE	EA	32.66	32.66
650	20	8 PVC C900 DR18 PIPE 20' GSKT PC235	FT	18.02	360.40
660	1	DC825 8 DEBRIS CAP BLK W/BLUE HDL DC825-BL	EA	69.42	69.42
670	1	LOCATING COIL BLUE	EA	16.48	16.48
680	1	DET 270 MONUMENT ONLY NO LID	EA	120.88	120.88
690	1	8 DROP IN LID WATER IMP VB4710W	EA	29.64	29.64
700	2	8 TUFGRIP DI TLD-8 L/ACC (I)	EA	55.90	111.80
710	2	8 MJ REG ACC SET L/GLAND IMP	EA	29.54	59.08
				8" GATE VALVE SUBTOTAL	**2,260.77**

Seq#	Qty	Description	Units	Price	Ext Price
750		**6" GATE VALVE**			
760	1	6 F6100 MJ RW GV OL ON L/ACC EPOXY COATED 304SS B&N	EA	916.91	916.91
		CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS			
770	1	VALVE BOX CONCRETE BASE	EA	32.66	32.66
780	20	8 PVC C900 DR18 PIPE 20' GSKT PC235	FT	18.02	360.40
790	1	DC825 8 DEBRIS CAP BLK W/BLUE HDL DC825-BL	EA	69.42	69.42
800	1	LOCATING COIL BLUE	EA	16.48	16.48
810	1	DET 270 MONUMENT ONLY NO LID	EA	120.88	120.88
820	1	8 DROP IN LID WATER IMP VB4710W	EA	29.64	29.64
830	2	6 TUFGRIP DI TLD-6 L/ACC (I)	EA	37.27	74.54
840	2	6 MJ REG ACC SET L/GLAND IMP	EA	27.69	55.38
				6" GATE VALVE SUBTOTAL	**1,676.31**
860		**RELOCATE FIRE HYDRANT**			
870	1	6 MJ L/P SLV C153 IMP	EA	136.19	136.19
880	18	6 TJ CL50 PR350 DI PIPE MCWANE	FT	26.27	472.86
890	1	5-1/4VO MED HYD 4'6"B PHX CL 3W DRY 6" MJ OL PHOENIX	EA	2,856.97	2,856.97
		OL 6IN MJ SHOE L/ACC 1-1/2IN PENT (2) 2-1/2 PHX HOSE NOZ			
900	3	6 TUFGRIP DI TLD-6 L/ACC (I)	EA	37.27	111.81
910	3	6 MJ REG ACC SET L/GLAND IMP	EA	27.69	83.07
				RELOCATE FIRE HYDRANT SUBTOTAL	**3,660.90**
				***** WATER SUBTOTAL**	**118,696.66**
950		***** STORM *****			
970		**8" HDPE**			
980	20	8 N12 AASHTO WTIB SOLID 20' BLUE BANDS BOTH ENDS	FT	6.66	133.20
		DUAL WALL 08650020IB			
990	1	ADS 0832AG 8 N12 WT END CAP	EA	93.34	93.34
1000	1	ADS 0877AG 8 SANDED MH ADPT	EA	136.07	136.07
				8" HDPE SUBTOTAL	**362.61**
1020		**18" HP HDPE**			
1030	3440	18 HP DW STORM WTIB SOLID 20' 2 GSKTS DUAL WALL	FT	24.88	85,587.20
		18650020IBPL2			
1040	6	18" X 18" WT HP DWALL TEE	EA	1,120.91	6,725.46
1050	2	ADS 1897AN65BP 18 HP WT 45 DUAL WALL	EA	552.22	1,104.44
1060	75	ADS 1802PS 18 WATERSTOP GSKT	EA	88.71	6,653.25
				18" HP HDPE SUBTOTAL	**100,070.35**

Bid Proposal for TOPV Roadway and Drainage Improvements

Bid #: 4433082

Seq#	Qty	Description	Units	Price	Ext Price
1100		**24" HP HDPE**			
1110	1600	24 HP DW STORM WTIB SOLID 20' 2 GSKTS DUAL WALL DR1800	FT	39.58	63,328.00
		24650020IBEP2			
1120	2	24X18 HP TEE	EA	1,623.27	3,246.54
1130	20	24" HP N12 WATERSTOP GASKET	EA	148.23	2,964.60
				24" HP HDPE SUBTOTAL	**69,539.14**
1150		**30" HP HDPE**			
1160	840	30 HP DW STORM WTIB SOLID 20' 1 GSKT DUAL WALL 30650020IBPL1	FT	63.21	53,096.40
1170	2	30X18 HP TEE	EA	1,928.18	3,856.36
1180	6	ADS 3002PS 30 WATERSTOP GSKT	EA	212.23	1,273.38
				30" HP HDPE SUBTOTAL	**58,226.14**
				***** STORM SUBTOTAL**	**228,198.24**
1220		***** SEWER *****			
1240		**12" SEWER**			
1250	100	12 PVC SDR35 SWR PIPE (G) 20'	FT	19.08	1,908.00
1260	500	WIRE 12/1 X 500 UF GREEN SOLID FEED 500' ROLL 1012-41-03	FT	0.25	125.00
1270	1	3X1000' DET TAPE SEWER GREEN	EA	31.22	31.22
1280	2	102775 12 PVC MH STOP RING	EA	9.50	19.00
				12" SEWER SUBTOTAL	**2,083.22**
				***** SEWER SUBTOTAL**	**2,083.22**
				Sub Total	**348,978.12**
				Tax	0.00
				Total	**348,978.12**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Olson Precast of Arizona
License No. 098590 Type A-12
3045 S. 35th Ave
Phoenix, AZ 85009
Phone: (602) 269-6219
Fax: (602) 278-5568

Quote Number: 25-41964

Quote Date: 9/5/2025

Office

Bill to:	ACHEN GARDNER CONSTRUCTION, LLC 2195 W. CHANDLER BLVD, SUITE 200 CHANDLER, AZ 85224	**Project:**	MOCKINGBIRD LN DRAIN AND RD IMPS PARADISE VALLEY, AZ
Contact:	Bryon Lively	**Project Manager:**	
Phone :	480-940-1300 **Fax:** 480-940-4576	**Estimator:**	G WILLIAMS
		Phone :	**Fax:**
Customer ID:	ACHEN GARDN **PO:** **ShipVia:**	**Sales Rep:**	Greg Williams
Terms:	Net 30	**Bid Date:**	9/5/2025

Product ID / Structure Type	Qty	Structure Price/Average	Amount
48 POLYMER VAC TEST, INSECTA	1	$2,634.38	$2,634.38
48 SDMH MATERIAL FOR BX CULVERT	6	$2,962.39	$17,774.37
48" POLYMER MANHOLE	1	$14,249.87	$14,249.87
MAG 520 48 STORM DRAIN MH w/ 30 OPEN	15	$5,770.16	$86,552.35

Olson Precast of Arizona
License No. 098590 Type A-12
3045 S. 35th Ave
Phoenix, AZ 85009
Phone: (602) 269-6219
Fax: (602) 278-5568

Quote Number: 25-41964

Quote Date: 9/5/2025

Office

	$121,210.96
Taxable	$0.00
Non-Taxable	$121,210.96
Sub Total	$121,210.96
Tax	$0.00
Total	$121,210.96

QUOTE DONE PER SUPPLIED APPROVED FOR CONSTRUCTION PLANS AND SPECS

STANDARD EXCLUDES UNLESS SPECIFIED IN INCLUDES: Excavation & Excavation Protection, Backfill, Shoring, Final Adjustment and Suppyling Grade Rings For Final Adjustment, Tax,All Bonds,Traffic Control,Access, Dewatering, Pipe Cutting/Breakout/Penetrations/Drops, Permits, Short Loads, Water Stops,Grades, Staking, Concrete Collar, Orientation classes/drug testing specific to jobs, Weekend Work, Night Work between 6 p.m to 4 a.m, Lighting,Concrete Pumping, Pipe & Valve Work including Stabilzation of Pipe, Grout Fill, Coating/Linings Testing, Knockouts, Retention, Textura billing costs, Stand by charges due to contractor.

STANDARD NOTES: Excavation to not exceed MAG or plan details. Design and Fabrication per industry standard any required modification will be extra. For MAG A concrete will be billed at $200/yd for over excavation, and / or lost concrete due to contractor not ready. REQUIRED :Suitable access for boom/redi mix trucks to perform under own power, on level ground no powerlines or overhead obstructions(15' from boom pedestal to center of hole; actual distance determined by depth and weight of product). A one year warranty is included in this price. $500 dollar cancellation fee for manholes scheduled and cancelled within 48 hours. Prices are good for 45 days from date of estimate. Jobs awarded but not started within 3 months or after concrete price increases may be re-priced. Olson Precast's liability is limited to the total of this quote.

MANHOLE NOTES: Material meets ASTM C- 478 specifications. Bases are MAG 420 or 520 unless specified. Waterstop to be provided and installed by Contractor per manufactures specs: Vacuum Testing and Coating Scheduled six months after installation maybe re-priced. Vacuum Testing of Sewer Manholes Only are to top of cone. Olson is not Responsible for Vacuum Testing Grade rings when Adjustment is by Others. If agency requires testing to top of F/C and test passes thru top of cone then change order required to pass through F/C. Customer to Supply and Install Pipe Plug on Pipe larger than 24". 28 day cure time required for Coating of Concrete unless Contractor waives Olson liability in writing. Scheduling of closeout work including, vacuum testing, coating, insecta coating requires a two week notice. MAX PIPE DISTANCE: For 8"-12" Pipe from Center of manhole 48"MH = 21" 60" MH = 27" For all other pipe size distance @ Springline from Outside pipe to Outside Pipe cannot exceed 42". Customer is responsible for Confirmation of Frame & Cover Lettering. Olson to set manhole openings to outflow pipe. Olson is not responsible for conflicts with manhole openings and curbs.

MANHOLE STORM INCLUDES: STANDARD 30" F/C, MAG 520 BASES, DELIVERED AND SET WITH JOINT SEALANT. EXCLUDES: TESTING AND COATING, POURING FOR HIGH PIPES OUT OF BASES, FORMING OF BASES UNLESS OTHERWISE NOTED, FORMED BASES.

1 @ A TIME FOR MH CONSTRUCTION ALL CLOSEOUT DONE AT ONE TIME

POLYMER MH INCLUDES: 24" STANDARD F/C, POLYMER GRADE RINGS, PRECAST BASE WITH PIPE CONNECTION BOOTS, PREPOURED INVERTS, JOINT SEALANT, DELIVERED IN FULL TRUCK LOADS AND OFFLOADED IN ONE LOCATION, INSECTA, VACUUM TESTING. EXCLUDES: SETTING OF MATERIAL.

MANHOLE STORM MATERIAL FOR BX CULVERT INCLUDES: STANDARD 30" F/C, DELIVERED AND SET WITH JOINT SEALANT. EXCLUDES: TESTING AND COATING, POURING FOR HIGH PIPES OUT OF BASES, FORMING OF BASES UNLESS OTHERWISE NOTED, MATCHING JOINT ON TOP OF BOX CULVERT.

EXHIBIT 3
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG

[Construction Documents]

See following pages.

TABLE I NOTE:

Welded wire reinforcement areas provided in Table I represent the largest reinforecement areas for each precast culvert span "S" and the corresponding vertical rise "R" for fill height of 2 feet to less than 10 feet.

TABLE II NOTE:

Welded wire reinforcement areas provided in Table II represent the largest reinforecement areas for each precast culvert span "S" and the corresponding vertical rise "R" for fill height of 10 feet to no more than 20 feet.

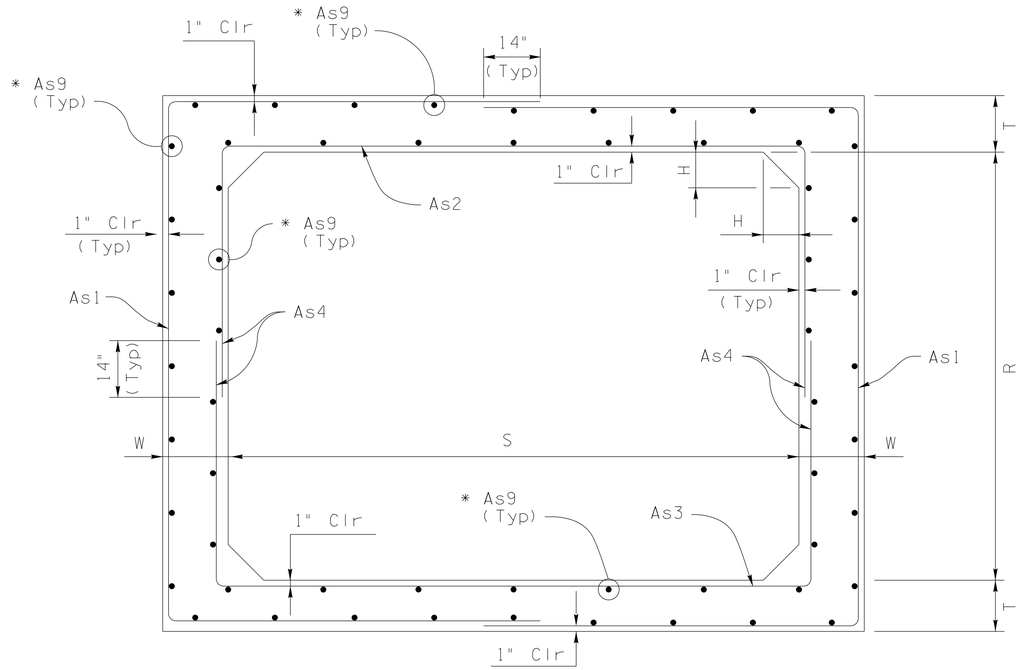
TABLE NO. I
2' TO LESS THAN 10' FILL HEIGHT

Span "S"	Rise "R"	Slab "T"	Walls "W"	Haunch "H" **	Welded Wire Reinforcement Circumferential Areas Square inch / Foot			
					A_{s1}	A_{s2}	A_{s3}	A_{s4}
6'	3'	7"	7"	7"	0.21	0.24	0.19	0.17
	4'	7"	7"		0.19	0.27	0.21	0.17
	5'	7"	7"		0.17	0.30	0.24	0.17
	6'	7"	7"		0.17	0.32	0.26	0.17
8'	3'	8"	8"	8"	0.35	0.29	0.28	0.19
	4'	8"	8"		0.31	0.34	0.32	0.19
	5'	8"	8"		0.28	0.37	0.35	0.19
	6'	8"	8"		0.25	0.40	0.38	0.19
	7'	8"	8"		0.23	0.43	0.41	0.19
	8'	8"	8"		0.21	0.45	0.44	0.19
10'	3'	10"	10"	10"	0.42	0.31	0.27	0.24
	4'	10"	10"		0.38	0.35	0.30	0.24
	5'	10"	10"		0.35	0.39	0.34	0.24
	6'	10"	10"		0.32	0.42	0.37	0.24
	7'	10"	10"		0.30	0.45	0.40	0.24
	8'	10"	10"		0.27	0.47	0.43	0.24
	9'	10"	10"		0.26	0.50	0.46	0.24
	10'	10"	10"		0.25	0.52	0.48	0.24
12'	8'	12"	12"	12"	0.33	0.49	0.42	0.29
	9'	12"	12"		0.30	0.51	0.45	0.29
	10'	12"	12"		0.29	0.54	0.48	0.29
	11'	12"	12"		0.29	0.56	0.51	0.29
	12'	12"	12"		0.29	0.59	0.53	0.29

TABLE NO. II
10' TO NO MORE THAN 20' FILL HEIGHT

Span "S"	Rise "R"	Slab "T"	Walls "W"	Haunch "H" **	Welded Wire Reinforcement Circumferential Areas Square inch / Foot			
					A_{s1}	A_{s2}	A_{s3}	A_{s4}
6'	3'	7"	7"	7"	0.28	0.31	0.31	0.17
	4'	7"	7"		0.24	0.34	0.35	0.17
	5'	7"	7"		0.20	0.37	0.38	0.17
	6'	7"	7"		0.18	0.38	0.39	0.17
8'	3'	8"	8"	8"	0.51	0.43	0.44	0.19
	4'	8"	8"		0.44	0.48	0.49	0.19
	5'	8"	8"		0.39	0.52	0.54	0.19
	6'	8"	8"		0.36	0.55	0.57	0.19
	7'	8"	8"		0.33	0.57	0.60	0.19
	8'	8"	8"		0.31	0.59	0.62	0.19
10'	3'	10"	10"	10"	0.68	0.48	0.49	0.24
	4'	10"	10"		0.61	0.54	0.55	0.24
	5'	10"	10"		0.55	0.59	0.61	0.24
	6'	10"	10"		0.50	0.63	0.65	0.24
	7'	10"	10"		0.46	0.67	0.69	0.24
	8'	10"	10"		0.43	0.69	0.72	0.24
	9'	10"	10"		0.40	0.71	0.75	0.24
	10'	10"	10"		0.38	0.73	0.77	0.24
12'	8'	12"	12"	12"	0.57	0.78	0.81	0.29
	9'	12"	12"		0.53	0.81	0.85	0.29
	10'	12"	12"		0.51	0.84	0.88	0.29
	11'	12"	12"		0.48	0.84	0.91	0.29
	12'	12"	12"		0.46	0.87	0.93	0.29

** In lieu of performing a special design, for the specific case where the actual haunch dimensions are larger than the standard dimensions and vertical and horizontal haunch dimensions are equal, the As1 steel area shall be increased by 1 percent for every 5 percent increase in the haunch dimension over that specified in Tables I and II.



TYPICAL SECTION

* See General Notes for As9 spacing

GENERAL NOTES:

Construction Specification - Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

Design Specifications - AASHTO LRFD Bridge Design Specifications, 8th Edition 2017.

Precast reinforced concrete box culverts sections shown conform to ASTM C1577-20.

Sections shown in tables 1 and 2 were designed for combined earth, dead load, and HL-93 live load without Lane Load as permitted by the AASHTO LRFD Bridge Design Specifications, using either the design Truck or the design Tandem and taking the controlling case.

All Concrete shall be Class "S" (f'c = 5,000 psi).

All reinforcing steel shall consist of welded wire reinforcement conforming to ASTM A1064/A1064M (AASHTO M 336).

Circumferential reinforcement area shown in Tables I and II are based solely on the use of welded wire reinforcement with 4 inch spacing of the circumferential wires.

Longitudinal distribution reinforcement A_{s9} is based on a D4.0 welded wire reinforcement with a 8" center to center spacing, and a minimum cross-sectional area of 0.03 in^2/ft.

All circumferential reinforcing steel shall have a 1 inch clear cover unless noted otherwise.

Compact backfill for footing and wall base minimum 100 percent of ASTM D698 maximum dry density.

See Project Plans for wall layout, top of footing and finished grade elevations, footing step and wall joint locations. Construction Joints shall match the locations of weakened plane joints.

Shop Drawings shall be provided for Precast box culverts showing dimensions and details of each box section type, joint ends, seals, lifting devices, full layout plan, box section numbering, and placement sequence.

See Special Provisions for additional requirements for leveling course material, installation, structural excavation and structure backfill.

Pay item measure of linear foot of precast concrete culvert shall be along the central axis of the culvert per barrel, and shall include the length of joints and connections.

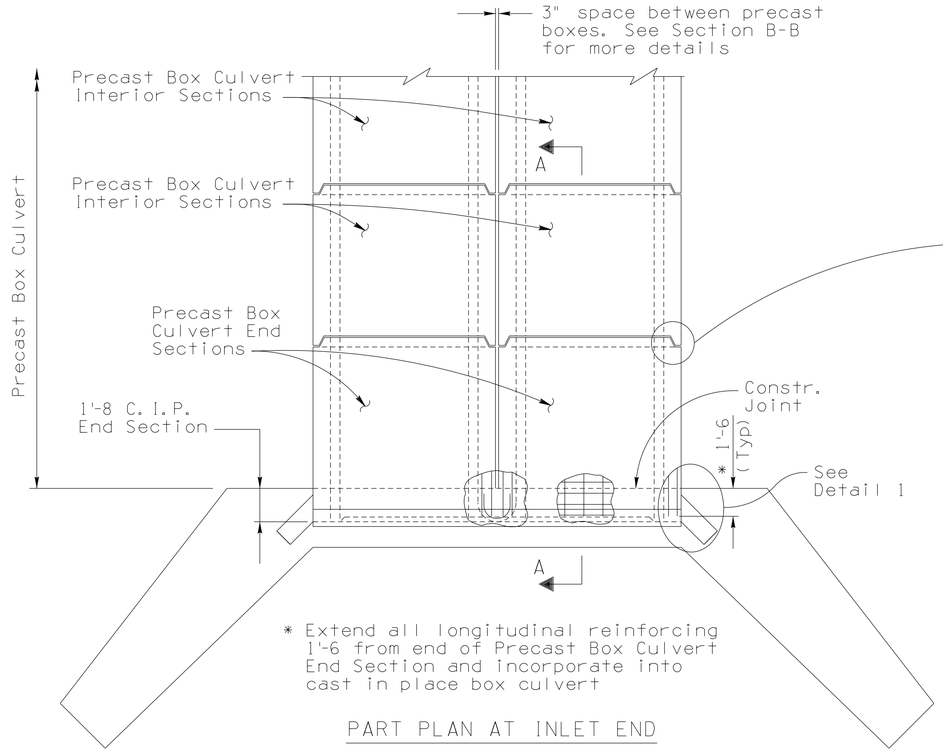
Dimensions shall not be scaled from drawings.

Note to Designer:
The information presented in this Standard Drawing has been prepared in accordance with recognized engineering principles and is for general use. It should not be used for specific application without competent professional examination and verification of its suitability and applicability by a licensed professional engineer. Contents within the inner border line shall not be altered.

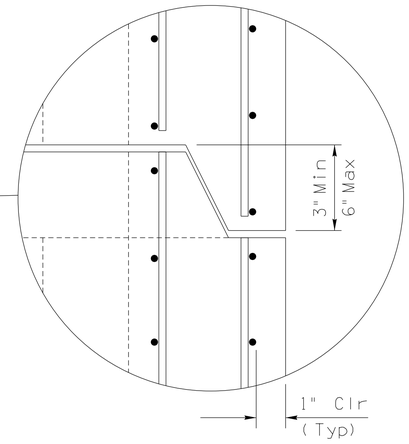
PRIOR DISTRIBUTION DATE

STANDARDS ENGINEER A. ALZUBI RECOMMENDED FOR APPROVAL	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION **BRIDGE GROUP STANDARD DRAWING**
GROUP MANAGER D. BENTON APPROVED	PRECAST REINFORCED CONCRETE BOX CULVERTS SINGLE BARREL NOTES & DIMENSIONS
STANDARDS COMMITTEE APPROVED FOR DISTRIBUTION 02/23 DATE	DRAWING NO. SD 6.20 (1 of 5)

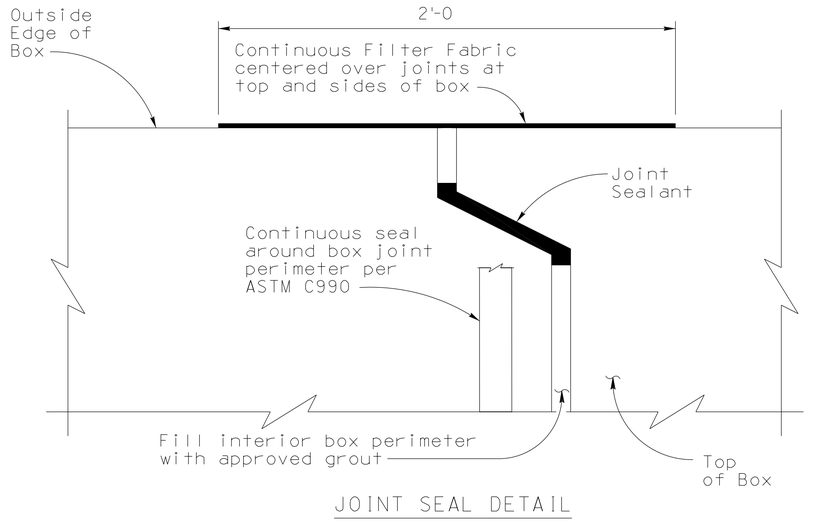
Note to Designer:
The information presented in this Standard Drawing has been prepared in accordance with recognized engineering principles and is for general use. It should not be used for specific application without competent professional examination and verification of its suitability and applicability by a licensed professional engineer. Contents within the inner border line shall not be altered.



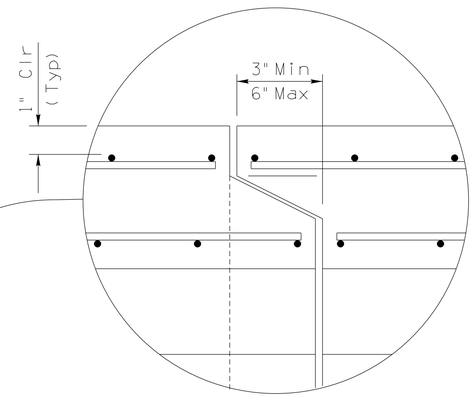
PART PLAN AT INLET END



DETAIL AT TOP OF WALL

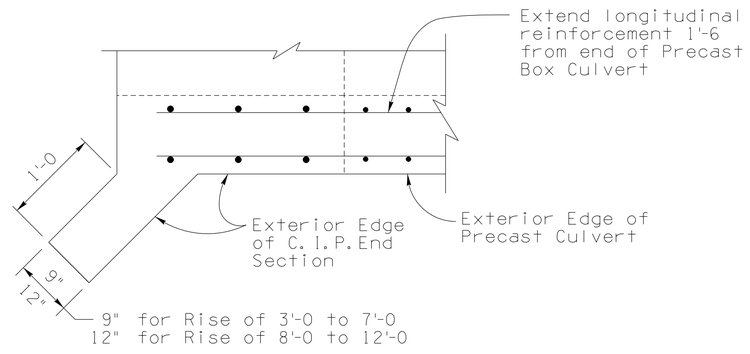


JOINT SEAL DETAIL

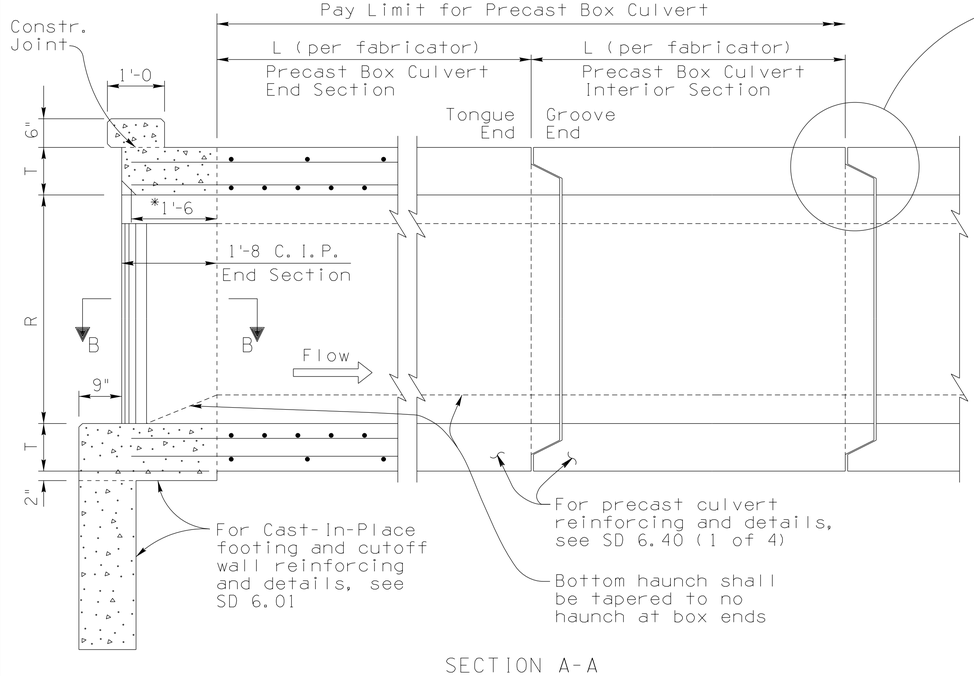


DETAIL AT TOP SLAB

Detail at bottom slab similar



DETAIL 1

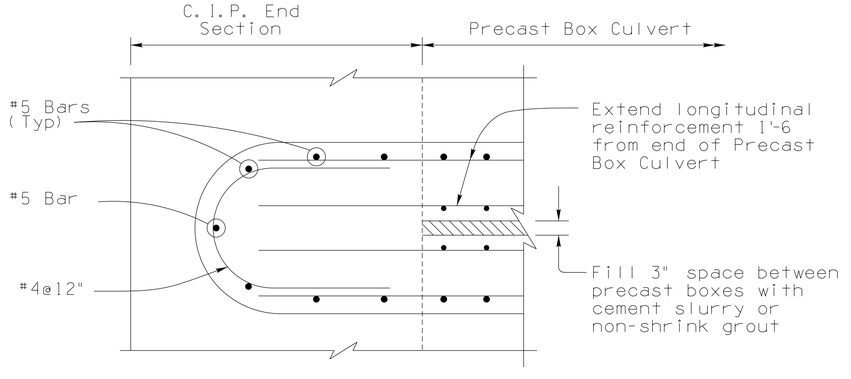


SECTION A-A

NOTES:

See SD 6 series for additional notes, details, dimensions, and quantities.

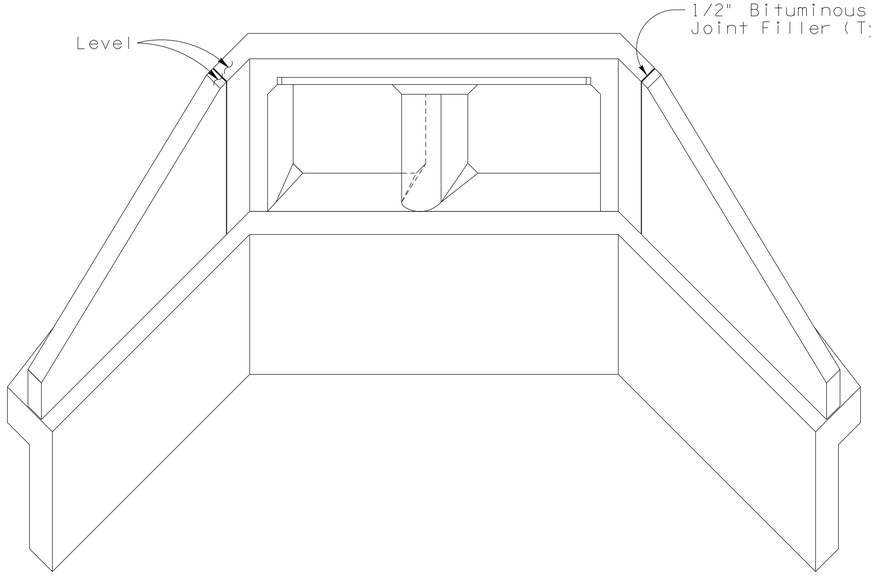
Footing for C.I.P. end section shal be continuous with no joints.



SECTION B-B

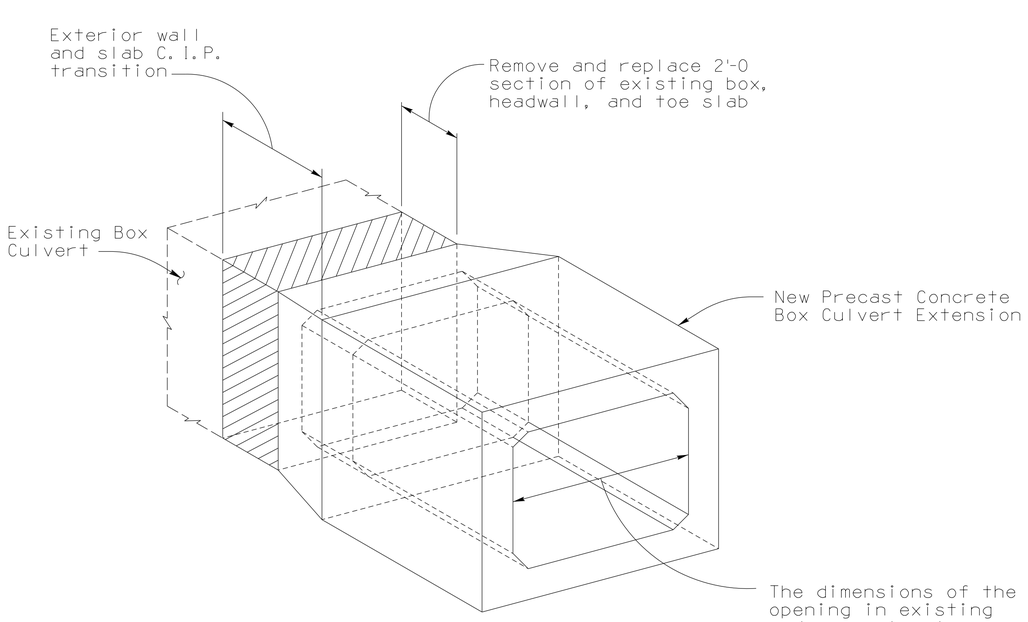
STANDARDS ENGINEER A. ALZUBI RECOMMENDED FOR APPROVAL	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION **BRIDGE GROUP STANDARD DRAWING**
GROUP MANAGER D. BENTON APPROVED	PRECAST REINFORCED CONCRETE BOX CULVERTS MISCELLANEOUS DETAILS 1
STANDARDS COMMITTEE APPROVED FOR DISTRIBUTION 02/23 DATE	DRAWING NO. SD 6.20 (2 of 5)

PRIOR DISTRIBUTION DATE

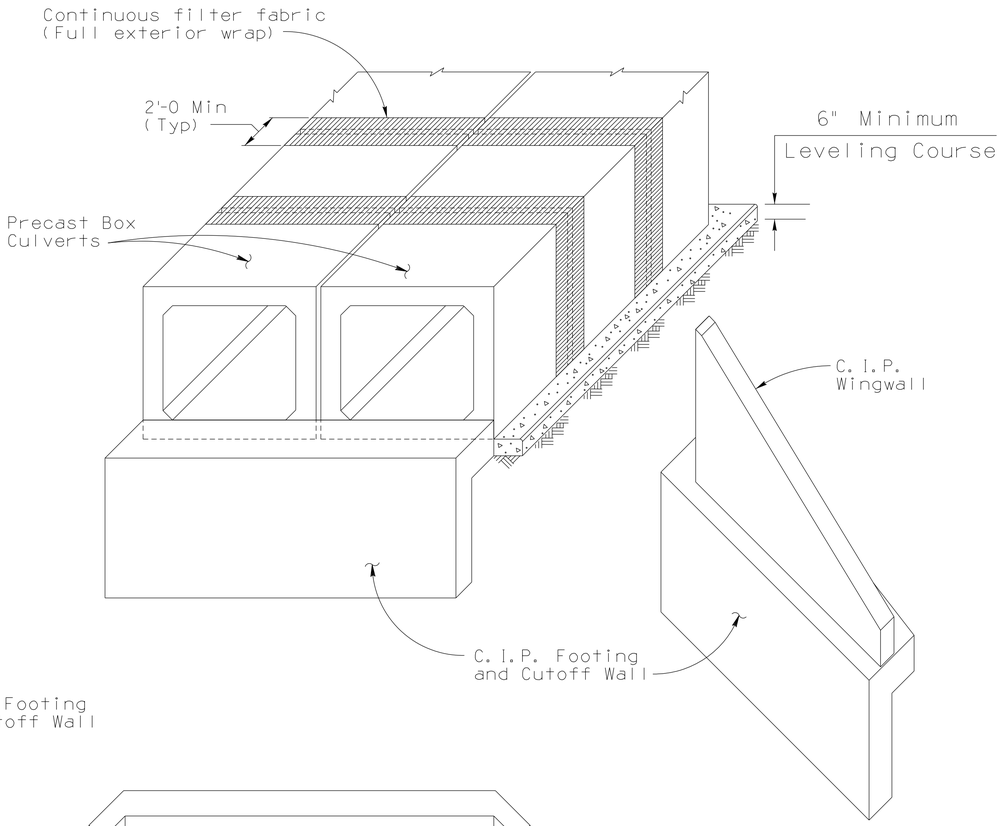


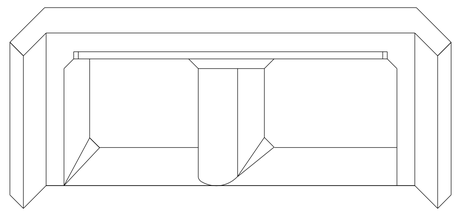
3D VIEW OF CAST-IN-PLACE END SECTION

(Double barrel culvert shown. Single or multiple barrels similar)



PICTORIAL VIEW OF EXTERIOR
WALL AND SLAB TRANSITION





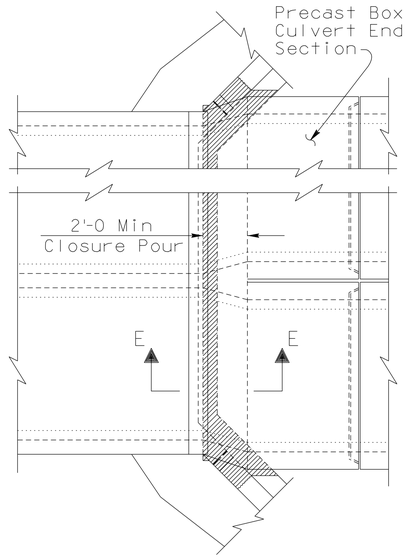
C.I.P. END SECTION

VIEW OF CONNECTIONS AT END OF CULVERT

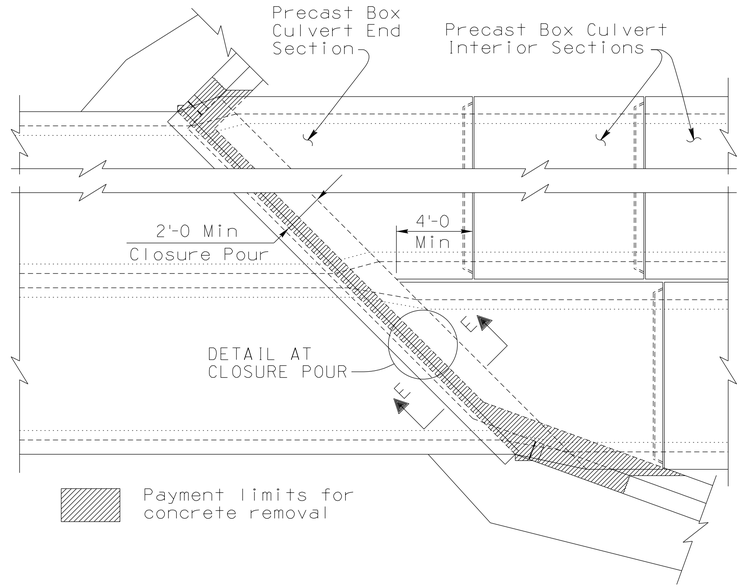
Note to Designer:
The information presented in this Standard Drawing has been prepared in accordance with recognized engineering principles and is for general use. It should not be used for specific application without competent professional examination and verification of its suitability and applicability by a licensed professional engineer. Contents within the inner border line shall not be altered.

PRIOR DISTRIBUTION DATE

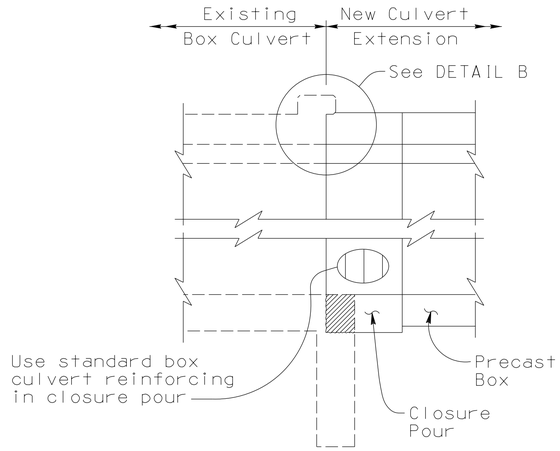
STANDARDS ENGINEER A. ALZUBI RECOMMENDED FOR APPROVAL	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION **BRIDGE GROUP STANDARD DRAWING**
GROUP MANAGER D. BENTON APPROVED	PRECAST REINFORCED CONCRETE BOX CULVERTS END SECTION & CONNECTION DETAILS
STANDARDS COMMITTEE APPROVED FOR DISTRIBUTION 02/23 DATE	DRAWING NO. SD 6.20 (3 of 5)



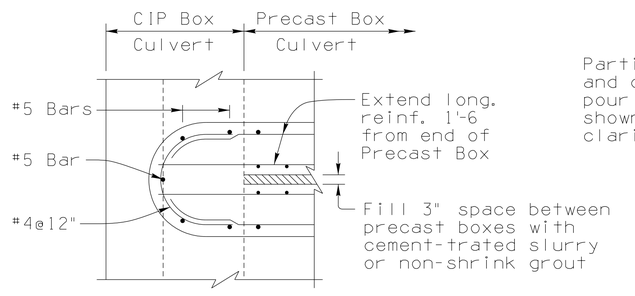
PART PLAN CULVERT EXTENSION
(Showing Right Angle Culvert)



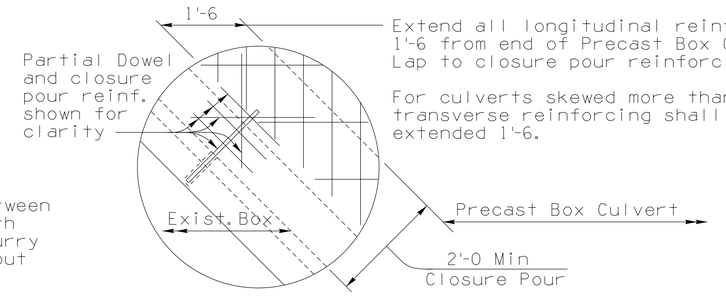
PART PLAN CULVERT EXTENSION
(Showing Skewed Culvert)



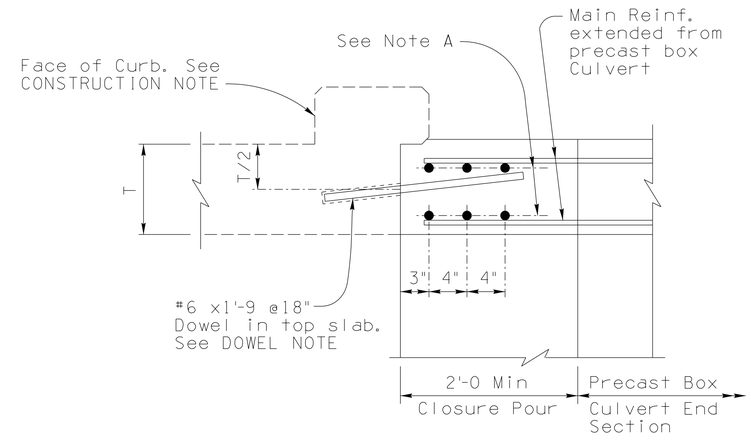
SECTION E-E



SECTION B-B



DETAIL AT CLOSURE POUR
(Culvert Extension)



DETAIL B

NOTES:

For General Notes, Dimensions, Quantities and additional details, see SD 6.40 (1 of 4).

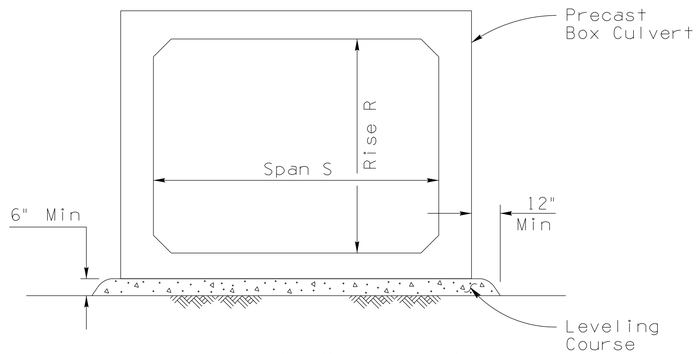
For Structure Backfill Details, see SD 6.01 (4 of 5).

DOWEL NOTE:

Drill 1" Φ hole, 8" deep, for #6 dowel. Epoxy dowel in hole with an approved epoxy adhesive. Epoxy anchorage shall develop a tensile pullout strength of 13 kips. Details of the Anchorage System shall be submitted to the Engineer for approval prior to installation.

CONSTRUCTION NOTE:

Remove existing headwall as required for new construction. The Curb to remain unless within 1'-0 of finish grade. If concrete headwall is removed to face of curb, use projecting reinforcing steel for bond in new concrete (no dowels are needed). Wingwalls shall be removed a minimum of 1'-6 to provide steel for bond. Any use of mechanical couplers shall meet the requirements of the standard specifications, the approved products list, and shall be submitted to the Engineer for approval.



LEVELING COURSE DETAILS

NOTE A:

Use 3-#7 @ 4" spacing top and bottom bars for culverts skewed 6° to 30°.

Use 3-#8 @ 4" spacing top and bottom bars for culverts skewed 31° to 45°.

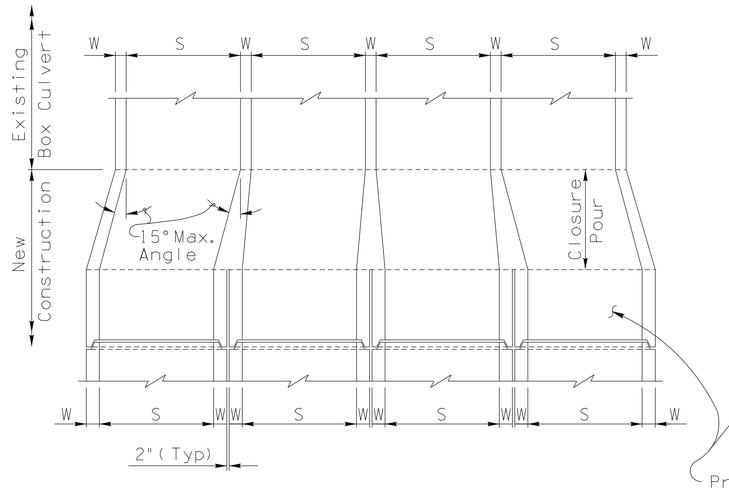
Culverts skewed more than 45° require a special edge beam design.

Edge beam reinforcing quantity shall be added to the quantity table.

STANDARDS ENGINEER A. ALZUBI RECOMMENDED FOR APPROVAL GROUP MANAGER D. BENTON APPROVED STANDARDS COMMITTEE APPROVED FOR DISTRIBUTION 02/23 DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION **BRIDGE GROUP STANDARD DRAWING** PRECAST REINFORCED CONCRETE BOX CULVERTS MISCELLANEOUS DETAILS 2 DRAWING NO. SD 6.20 (4 of 5)

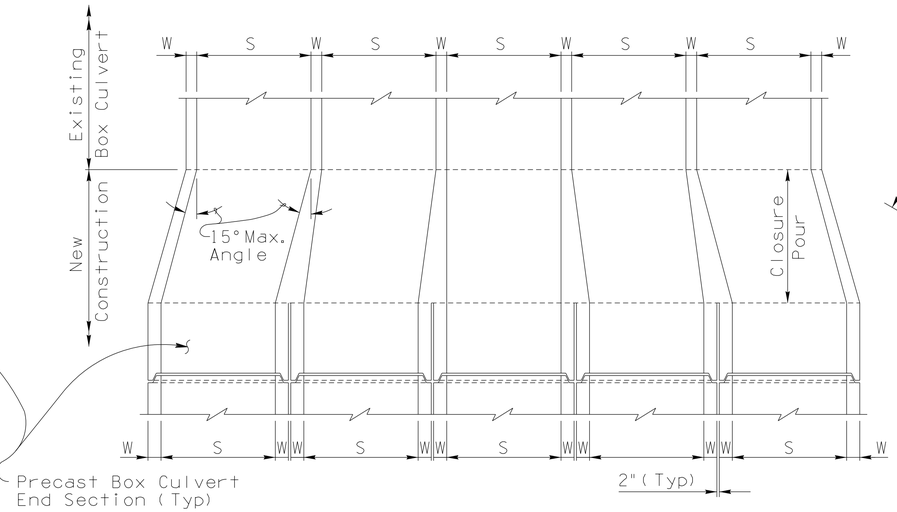
Note to Designer:
The information presented in this Standard Drawing has been prepared in accordance with recognized engineering principles and is for general use. It should not be used for specific application without competent professional examination and verification of its suitability and applicability by a licensed professional engineer. Contents within the inner border line shall not be altered.

PRIOR DISTRIBUTION DATE



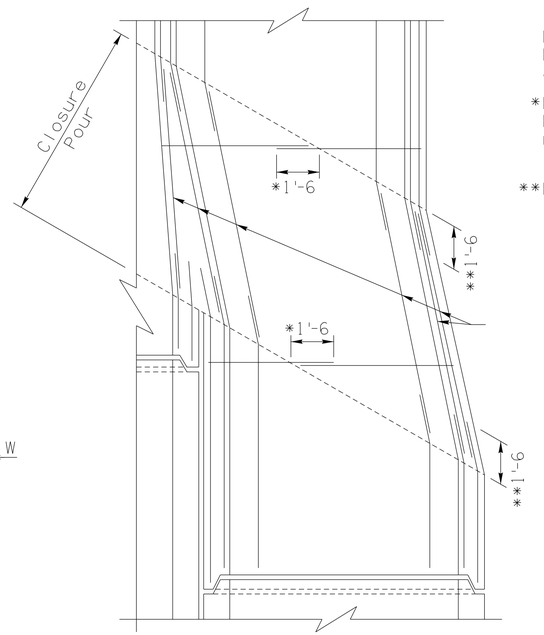
SECTION THRU CULVERT WALLS

(Even number of cells)



SECTION THRU CULVERT WALLS

(Odd number of cells)



CLOSURE POUR REINFORCEMENT

For skewed ends < 20°, Place transv. slab bars along skew.

*For skewed ends ≥ 20°, Extend box transv. reinf. 1'-6 and lap transv. slab bars.

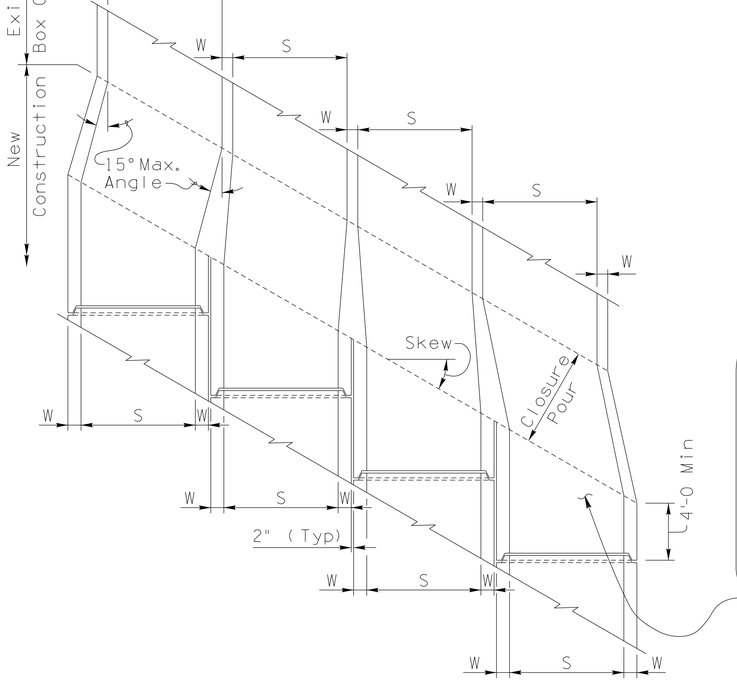
**Extend box long. reinf. 1'-6, bend to wall angle.

Lap long. reinf. in walls and slabs to extended bars.

NOTE:

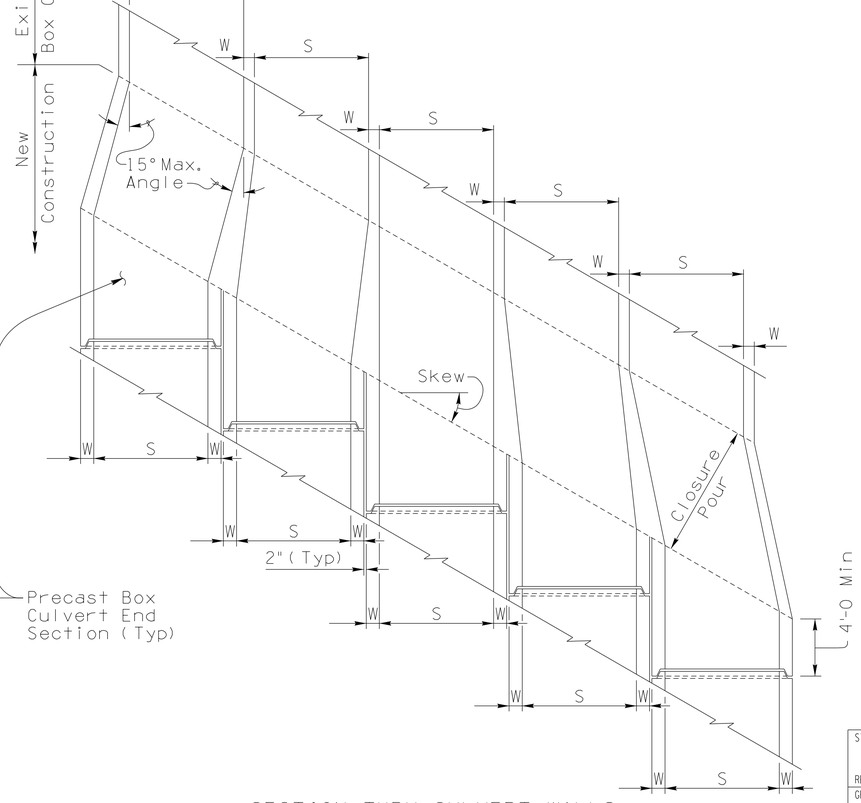
Only partial reinf. shown for clarity.

For reqd. reinf. in closure pour area, See SD6.01 to SD6.06.



SECTION THRU CULVERT WALLS

(Even number of cells)



SECTION THRU CULVERT WALLS

(Odd number of cells)

CLOSURE POUR LENGTH					
SPAN LENGTH	NO. OF BARRELS				
	2	3	4	5	6
6	2'-0	3'-9	5'-8	7'-6	9'-4
8	2'-4	4'-8	7'-0	9'-4	11'-8
10	2'-8	5'-4	8'-0	10'-7	13'-3
12	3'-0	5'-11	8'-11	11'-10	14'-10

CLOSURE POUR NOTES:

Closure pour length determined by 15° max. wall angle for exterior box offset (Min. 2'-0).

For skewed culvert ends, length of closure pour measured along ℄ culvert is determined by dividing length in table by cosine of skew angle.

Culvert walls length and width varies within closure pour area to match adjoining walls. Top and bottom slab thickness may vary to match adjoining slabs.

NOTE:

For General Notes, Dimensions, Quantities and additional Details, see SD 6.40 (1 of 4).

Note to Designer:
The information presented in this Standard Drawing has been prepared in accordance with recognized engineering principles and is for general use. It should not be used for specific application without competent professional examination and verification of its suitability and applicability by a licensed professional engineer. Contents within the inner border line shall not be altered.

PRIOR DISTRIBUTION DATE

STANDARDS ENGINEER A. ALZUBI RECOMMENDED FOR APPROVAL	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION **BRIDGE GROUP STANDARD DRAWING**
GROUP MANAGER D. BENTON APPROVED	PRECAST REINFORCED CONCRETE BOX CULVERTS MISCELLANEOUS DETAILS 3
STANDARDS COMMITTEE APPROVED FOR DISTRIBUTION 02/23 DATE	DRAWING NO. SD 6.20 (5 of 5)

Quote

4981

Suncore Construction and Materials Inc.

An EEO/AA Employer

PO Box 778

Orem, UT

https://suncore.build

PROJECT	Town of PV Roadway Improvements Mockingbird Lane
CUSTOMER	ACHEN GARDNER CONSTRUCTION LLC (C132698)
CONTACT	Byron Lively , (480) 940 1330
CONTACT EMAIL	blively@achen.com
QUANTITY	8196 CY

DATE	02 Sep 2025
BID DATE	02 Sep 2025
END DATE	31 Dec 2026
ADDRESS	N56th St & Mockingbird Lane Paradise Valley, AZ, 85253

CONCRETE

CODE	NAME	PRICE	UOM	NOTES	WORK TYPES
0-55108	1/2 SAK PHCLSM SLURRY ASTM C-3	$98.00	CY		
201113	MAG C STANDARD	$129.00	CY		
301111	MAG A STANDARD	$133.00	CY		
251112	MAG B STANDARD	$131.00	CY		
401110	MAG AA STANDARD	$138.00	CY		
2.05108	2 Sak ABC Slurry	$110.00	CY		
1.05108	1Sk ABC Slurry SRP 105	$106.00	CY		

ADMIXTURES

CODE	NAME	PRICE	UOM	NOTES
CHILLED	CHILLED WATER	$2.00	PER CY	
HOT	HOT WATER	$2.00	PER CY	
GC55DVS43	5.5 BAG DAVIS SAN DIEGO BUFF CONCRETE COLOR	$32.50	DS	Added to MAG B
GC60DVS43	6.0 BAG DAVIS SAN DIEGO BUFF CONCRETE COLOR	$35.25	DS	Added to MAG A

FEES

CODE	NAME	PRICE	UOM	NOTES
ENVIRO	ENVIRONMENTAL CHARGE	$20.00	LD	DELIVERY SURCHARGE
FUEL	FUEL SURCHARGE	$13.83	LD	UPDATED WEEKLY BASED ON EIA.GOV PUBLISHED RATES
TECH	TECH ADMIN FEE	$5.00	LD	
DELCMIN13	PART LOAD DELIVERY FEE	$250.00	EA	1 - 3 CY
DELCMIN37	PART LOAD DELIVERY FEE	$200.00	EA	3.5 - 6.5 CY
SATCY	SATURDAY PER CY FEE	$8.00	CY	

ESCALATORS

ESCALATORS ON CONCRETE PRODUCTS	+$4.00 effective 01 Oct 2026

NOTES

All prices are subject to credit approval and sales tax. Taxes are not included in quoted pricing. Included delivery fee per CYD is non-taxable. Opening fees for pours commencing between 6 pm and 4 am weekdays, weekends, and holidays are negotiated.

Signature and/or Acceptance of Material Constitutes that Owners or Contractors have read and agree to the Safety Cautions, Terms of Delivery and Release Details documented on the reverse side of this ticket.

SUNCORE CONSTRUCTION AND MATERIALS INC. REPRESENTATIVE

NAME	Brad Keenan	EMAIL	bkeenan@suncore.build
TITLE	Concrete Sales Manager	PHONE	(480) 650 9461

SIGNATURE

PLEASE READ CAREFULLY THE GENERAL TERMS & CONDITIONS ON THE REVERSE SIDE.
Such terms supersede all prior or contemporaneous agreements, representations and communications, both written and oral and fulfillment of Customer's order does not constitute acceptance of any additional or different terms or conditions in Purchaser's acceptance, Purchaser's purchase order, or other documentation purporting to order the same or equivalent goods contained in this document.

NOTIFICATION OF ACCEPTANCE MUST BE MADE WITHIN 14 DAYS OR THIS QUOTE WILL BE VOID AND PRICES WILL NEED TO BE RENEGOTIATED.
To confirm acceptance of these prices, as quoted, please return one signed copy.

SUNCORE CONSTRUCTION AND MATERIALS INC. REPRESENTATIVE

SIGNATURE		NAME (PRINT)		DATE	

ACHEN GARDNER CONSTRUCTION LLC REPRESENTATIVE

SIGNATURE		NAME (PRINT)		DATE	

GENERAL TERMS AND CONDITIONS

1. CONDITION OF SALE: All accounts are due the 15th of the month following date of purchase. In the event payment is not made by the 15th of the month following purchase, Purchaser agrees to a reasonable attorney's fee, if collection is made, by suit or otherwise, plus a FINANCE CHARGE OF 1.5% per month (ANNUAL PERCENTAGE RATE OF 18.00%), and hereby waives all rights to claim exemption under state laws.
2. CREDIT: If at any time the financial responsibility of the Purchaser becomes unsatisfactory to Sunroc Corporation in its sole and absolute discretion, Sunroc Corporation reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be paid when due. If the Purchaser fails to comply with the terms of payment, Sunroc Corporation, reserves the right to cancel the unfilled portion of the contract without notice, Purchaser remaining liable for all unpaid accounts. No waiver of such rights shall be implied from any failure by Sunroc Corporation to exercise this option.
3. TAXES: Any taxes which are now levied, or may be levied during the life of this Contract, by the United States Government, or any State or political subdivision thereof, on the ready mixed concrete quoted herein, or its ingredients, or on the sale or purchase thereof, or on the incidental transportation charges, when the same are required to be paid by or collected by Sunroc Corporation shall be added to the prices named herein.
4. ESCALATION: Prices quoted herein are based on Sunroc Corporation's' existing labor costs, and costs of raw materials, and on the prevailing costs of the transportation of the raw materials, whether by public or private carrier. If such costs or rates increase during the life of this Contract, the prices on deliveries thereafter may be adjusted to compensate for the full amount of the charge.
5. MINIMUM LOADS: Prices are based on loads greater or equal to 4.00 cubic yards. A minimum load charge will be assessed for loads of less than 4.00 cubic yards.
6. OVERTIME DELIVERIES: Saturday and Sunday deliveries and all deliveries leaving the Sunroc Corporation plant before 6:00 A.M. and after 3:30 P.M. Monday through Friday may be assessed Overtime fees. Sunroc Corporation reserves the right to limit overtime deliveries. Hourly plant opening charges may also be assessed in overtime situations.
7. EXCESS UNLOADING TIME: The concrete prices quoted are based on prompt unloading of trucks. A maximum of 5 minutes per cubic yard is allowed for unloading. Demurrage will be charged on all trucks held at the job in excess of time allowed.
8. DELIVERY SCHEDULE: Delivery schedules will be fulfilled to the best of Sunroc Corporation's ability. No claims will be allowed because of failure to fulfill delivery schedules.
9. ROADWAYS: When ready mixed concrete is to be delivered to places other than on paved roadways, the Purchaser shall provide roadways or approaches permitting access of Sunroc Corporation's loaded trucks to the point of delivery under their own power. If Purchaser orders delivery to be made beyond the curb line or off the main roadway, the Purchaser agrees to assume all liability for damage to sidewalks, driveways, or other property caused by Sunroc Corporation's equipment in making such deliveries. The purchaser agrees to pay all towing charges if job site conditions cause equipment to become stuck or disabled.
10. WASHDOWN AREA: The Purchaser agrees to provide an area on the delivery site approximate to the delivery location for the cleaning and washdown of mixer chutes following completion of delivery. It is illegal to discharge wash water, dirt or debris onto roads or into storm drains or waterways. The area designated by the Purchaser for cleaning and washdown must meet environmental regulations and municipal laws and statutes. Sunroc Corporation's drivers will comply with environmental regulations.
11. SPECIFICATIONS AND DESIGNS: Cement and aggregates are guaranteed to meet the applicable A.S.T.M. specifications. Sunroc Corporation does not assume responsibility for any further guarantee unless made specifically in writing and attached to and made a part of this Contract. When the compressive strength of the concrete is to be guaranteed by Sunroc Corporation the properties shall be set by Sunroc Corporation and shall be such that when the concrete is tested as required by A.S.T.M. specification C94, it shall meet the applicable requirements of that specification. When design of mixes and control of concrete is required to be done by any other than Sunroc Corporation, Sunroc Corporation will not assume responsibility for the quality or the quantity of the resultant concrete, and Sunroc Corporation responsibility shall be considered to have been met in full when such concrete has been delivered to job site.
12. ADMIXTURES: If any admixtures, not regularly used and recommended by Sunroc Corporation are required by the Purchaser, they shall be furnished by the purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete. Any and all expenses incurred by Sunroc Corporation in handling Purchaser's admixtures shall be borne by the Purchaser. Sunroc Corporation is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request.
13. COLOR: Since the cement used in concrete mixes is manufactured by others, the color of the cement and the color of the concrete is not guaranteed. Sunroc Corporation uses a state-of-the-art color dispensing system to insure color consistency in all of Sunroc Corporation's colored products. However, there are other factors that influence the finished color that Sunroc Corporation has no control over i.e.: humidity, subgrade moisture, temperature, cement color, and finishing technique. Sunroc Corporation will make every reasonable effort to match color from day to day but cannot guarantee an exact match due to variables beyond Sunroc Corporation control.
14. CLAIMS: The Purchaser's claims of Sunroc Corporation's failure to meet the requirements of A.S.T.M. specification for Ready Mixed Concrete, Designation C94, shall be deemed waived unless made in writing within thirty days from time of delivery. Sunroc Corporation shall be given full opportunity to investigate such claims. Sunroc Corporation liability shall in no event exceed the delivered price of the concrete against which the claim is made.
15. VOLUME OF CONCRETE: Prices and quantities are based upon the WET VOLUME at the time of discharge from the delivery truck. Sunroc Corporation will not take plan measurements, or form measurements, or be subject to measuring the finished work to verify quantity delivered. Purchaser may at any time have a competent Laboratory make a yield check at the job site to determine the volume of wet concrete in any truck load, the expense of such tests to be borne by the Purchaser. Or upon notice from the Purchaser, Sunroc Corporation will make a yield check by the weight method on the job site in the presence of the Purchaser and without cost to the Purchaser. If the volume is found to be less than that shown on the delivery ticket Sunroc Corporation will immediately correct the deficiency and will compensate the Purchaser accordingly for that day's pour only, and not retroactive to any previous pours. Quantities as shown on delivery tickets shall be binding unless immediately proved in error.
16. TESTING AND INSPECTION: The Purchaser shall have the right to install his representative at the plant of Sunroc Corporation to do the designing, testing, and inspecting and oversee the weighting and mixing of the materials covered by this Contract. The Purchaser shall assume the expense of the designing, testing, and inspecting of the concrete and its ingredients when required to be done by any other than Sunroc Corporation and also the expense of submitting samples of material for approval, and preliminary concrete design tests if such tests are required.
17. FINISHED WORK NOT GUARANTEED: Sunroc Corporation having no control over the placing or the care of the concrete after unloading, will not, therefore, guarantee the finished work in which it is used. SUNROC CORPORATION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS/PRODUCTS PURCHASED AND DELIVERED IN CONNECTION HEREWITH, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW.
18. READY MIXED CONCRETE IS NOT RETURNABLE FOR CREDIT: No delivery is subject to cancellation after being loaded at Sunroc Corporation's plant.
19. TERRITORY: If this is a General Quotation, and not for a specified location or project, the quoted prices herein are for delivery within existing delivery areas.
20. FORCE MAJEURE: Sunroc Corporation shall not be liable for any delay or failure in performance results from any event of Force Majeure. The term "Force Majeure", as used in this Agreement, means cause or causes which are not within the control of the party or parties claiming Force Majeure, and includes, but is not limited to acts of God, including fire, flood, frosts, landslide, washout, atmospheric disturbances, lightning, storm, tornado, earthquake, acts of public enemy, including war, riot, blockage, insurrection, civil disturbances, strikes, lockouts, or material shortages.

EXHIBIT C.12: TRAFFIC CONTROL PLANS (11 PAGES)
DOUBLE-HEADING APPROACH GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

These traffic control plans reflect the project phasing described in Exhibit C.2 Detailed Scope and in the Project Phasing.

The traffic control plans are described in general below:

EXHIBIT C.12.1 PHASE 1 WATER LINE RELOCATIONS (TCPs TBD):

- These plans will vary based on the location of the waterline relocation.
- Where possible, shoulder closures will be used along with a 1-lane-2-way traffic control set up around the work zone during work hours. Where possible, the excavation will be protected and plated to restore 2 lane traffic.
- For water line relocations that cross the road in a perpendicular direction, 1-lane-2-way traffic control set ups with flaggers shall be utilized to direct traffic around the work zone. Where possible, the excavation will be protected and plated to restore 2 lane traffic.

EXHIBIT C.12.2: TEMPORARY PAVEMENT OF INVERGORDON ROAD:

- To provide a northbound lane from Calle Bruvira during Phase 2, a work zone will occupy the northbound lane as well as the median to prepare subgrade and place temporary pavement. This work zone will be placed between Calle Bruvira and the Indian Bend wash.
- Traffic will be restricted to local traffic only north of Mockingbird Lane.
- Calle Bruvira will be restricted to right turns only.
- Southbound traffic will be unaffected.

EXHIBIT C.12.3: PHASE 2 – INVERGORDON ROAD – NORTHBOUND WORK ZONE

- Along Invergordon Road, the majority of the work zone will occupy the northbound lane of Invergordon Rd between Mockingbird Lane and the Indian Bend Wash.
- Through the box culvert installation, traffic will be restricted to southbound only from El Maro Circle to the south. The median will be removed north of Calle Bruvira, and temporary pavement installed to maintain 1 lane of traffic in each direction.

EXHIBIT C.12.4: PHASE 2 – INVERGORDON ROAD – SOUTHBOUND WORK ZONE

- During the southbound lane construction zone, traffic will be restricted to northbound only from El Maro Circle and Calle Bruvira.
- Access will be maintained using flaggers and/or spotters to both El Maro Circle and Calle Bruvira while the construction zone crosses these intersections.

EXHIBIT C.12.5: PHASE 3 – MOCKINGBIRD LANE:

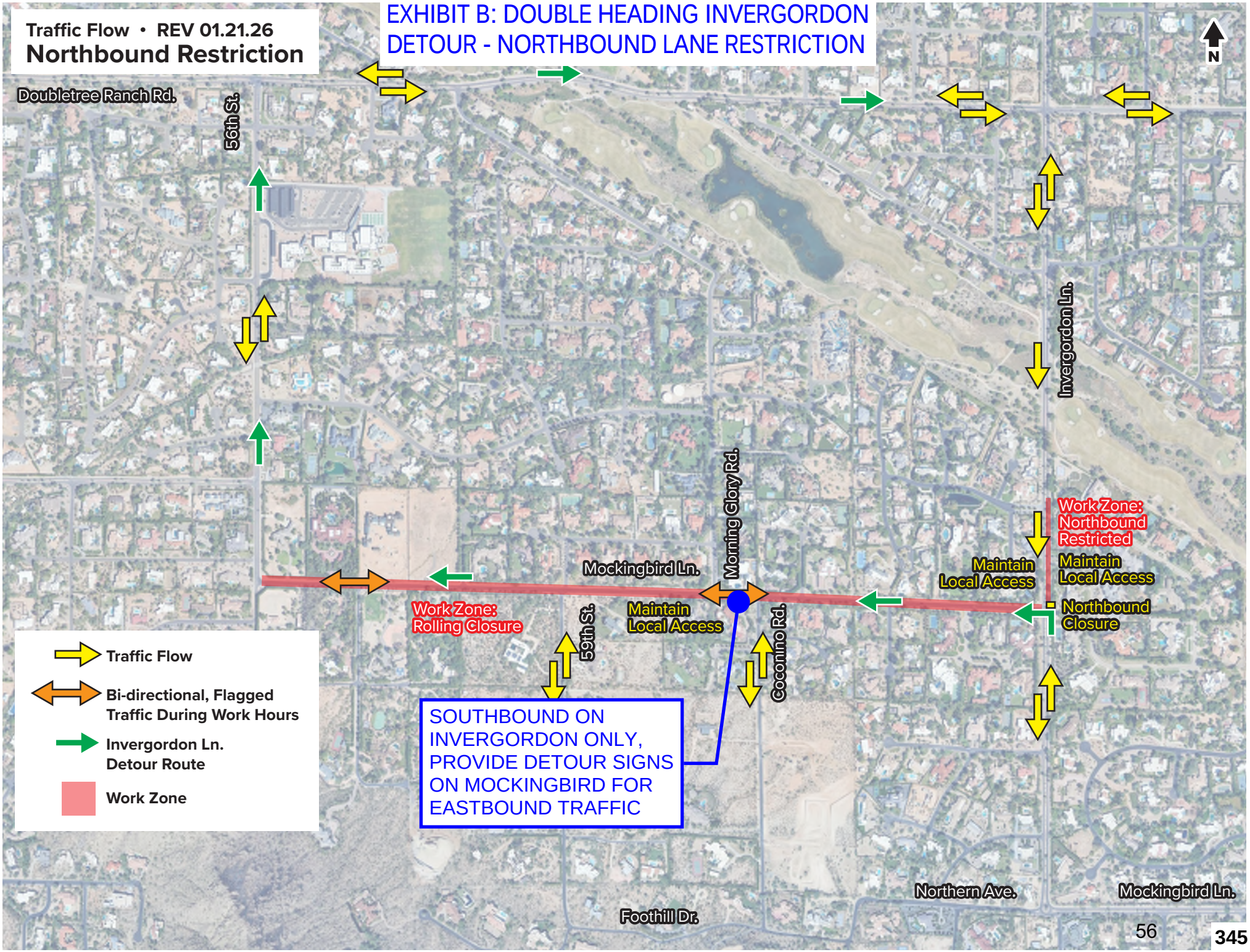
- The work zone will occupy the middle of the roadway and either the eastbound or westbound lane using a “rolling closure” starting at the east end of Mockingbird Lane and moving towards the west as improvements are completed.
- Traffic will be maintained around the work zone using a 1-lane-2-way set up using flaggers during construction hours.
- Afterhours, the excavation will be plated and traffic control devices will be maintained around the work zone, and traffic will be restored around the work zone in “football” set up.

Double Heading Traffic Control and Detour Description:

The following is a description of the approach to controlling traffic through Invergordon Road and Mockingbird Lane with a double heading approach. Please reference the attached Exhibits A thru D: Double Heading Schedule with Invergordon Detour Routes.

During the Invergordon Road construction phase, work will take place along Invergordon Road between Mockingbird Lane and the Indian Bend Wash. This portion of roadway is a 2-lane road divided by a median. During this phase, work will also begin on Mockingbird Lane at the intersection of Invergordon and proceed towards the west. There will be active work phases on both streets concurrently.

- Invergordon Northbound Lane Restriction: During this phase, work will take place in the northbound lane of Invergordon Road, starting at the Indian Bend Wash and proceeding to the south in the northbound lane. With the removal of the median north of Calle Bruvira, both north and southbound lanes will be maintained north of Calle Bruvira.
    - Detour signs will be placed throughout the intersections of Mockingbird Lane for traffic seeking to access the north side of Invergordon Road. Please refer to Exhibit B. Traffic on Mockingbird Lane will also encounter a rolling closure beginning with storm drain improvements and followed by roadway improvements.
- Invergordon Southbound Lane Restriction: During this phase of construction, work will take place along the west side/southbound lane of Invergordon Road, traffic will be restricted to northbound only between Horseshoe Road and Mockingbird Lane.
    - Detour signs will be placed along Doubletree Ranch Rd and Invergordon Road for traffic seeking access to Invergordon Road south of Horseshoe Road. Please refer to Exhibit D. Traffic on Mockingbird Lane will also encounter a rolling closure beginning with storm drain improvements and followed by roadway improvements.


Traffic Flow • REV 01.21.26
Northbound Restriction
EXHIBIT B: DOUBLE HEADING INVERGORDON DETOUR - NORTHBOUND LANE RESTRICTION
N
Doubletree Ranch Rd.
56th St.
Invergordon Ln.
Morning Glory Rd.
Mockingbird Ln.
Work Zone: Rolling Closure
59th St.
Maintain Local Access
Coconino Rd.
Work Zone: Northbound Restricted
Maintain Local Access
Maintain Local Access
Northbound Closure
SOUTHBOUND ON INVERGORDON ONLY, PROVIDE DETOUR SIGNS ON MOCKINGBIRD FOR EASTBOUND TRAFFIC
Traffic Flow
Bi-directional, Flagged Traffic During Work Hours
Invergordon Ln. Detour Route
Work Zone
Northern Ave.
Mockingbird Ln.
Foothill Dr.

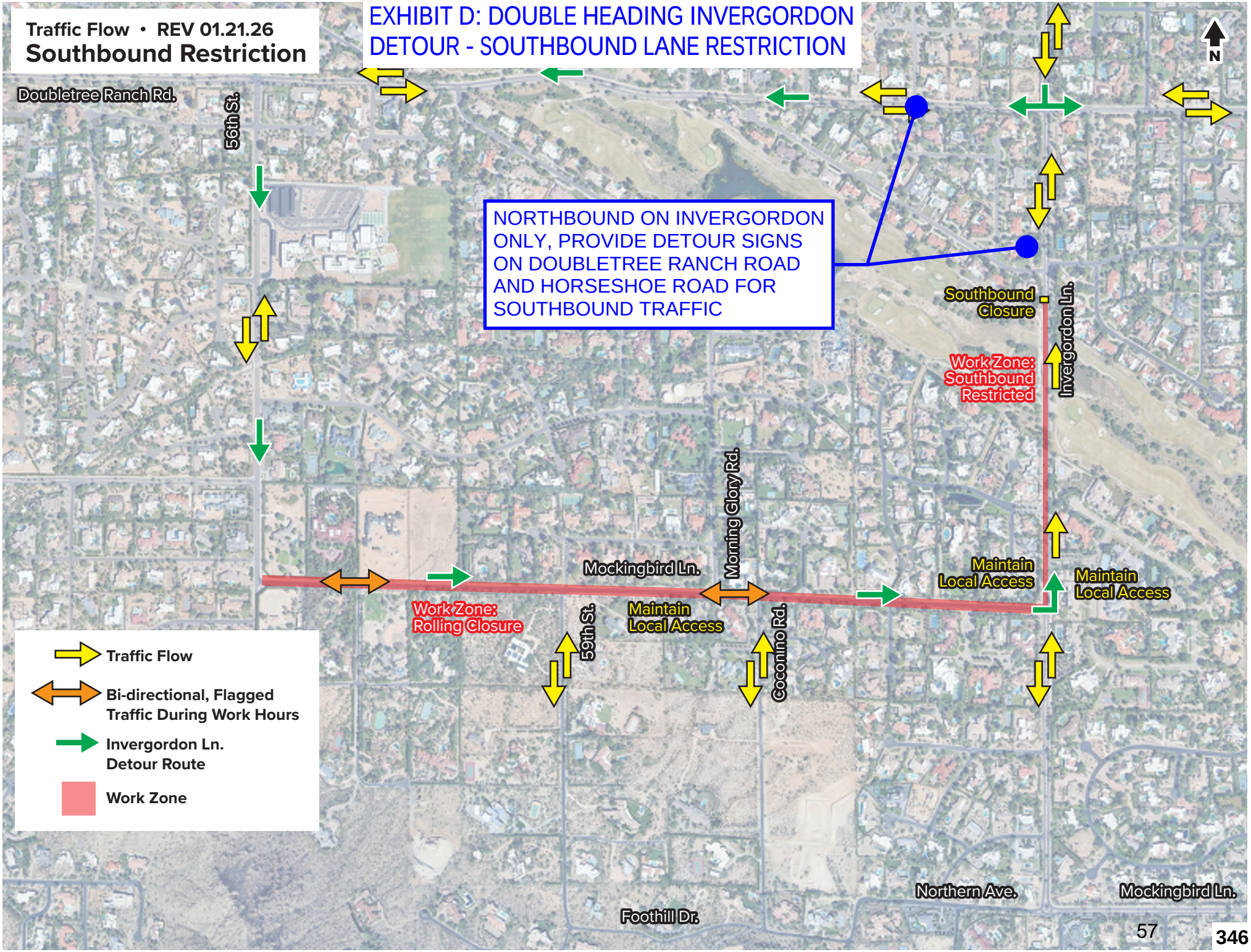
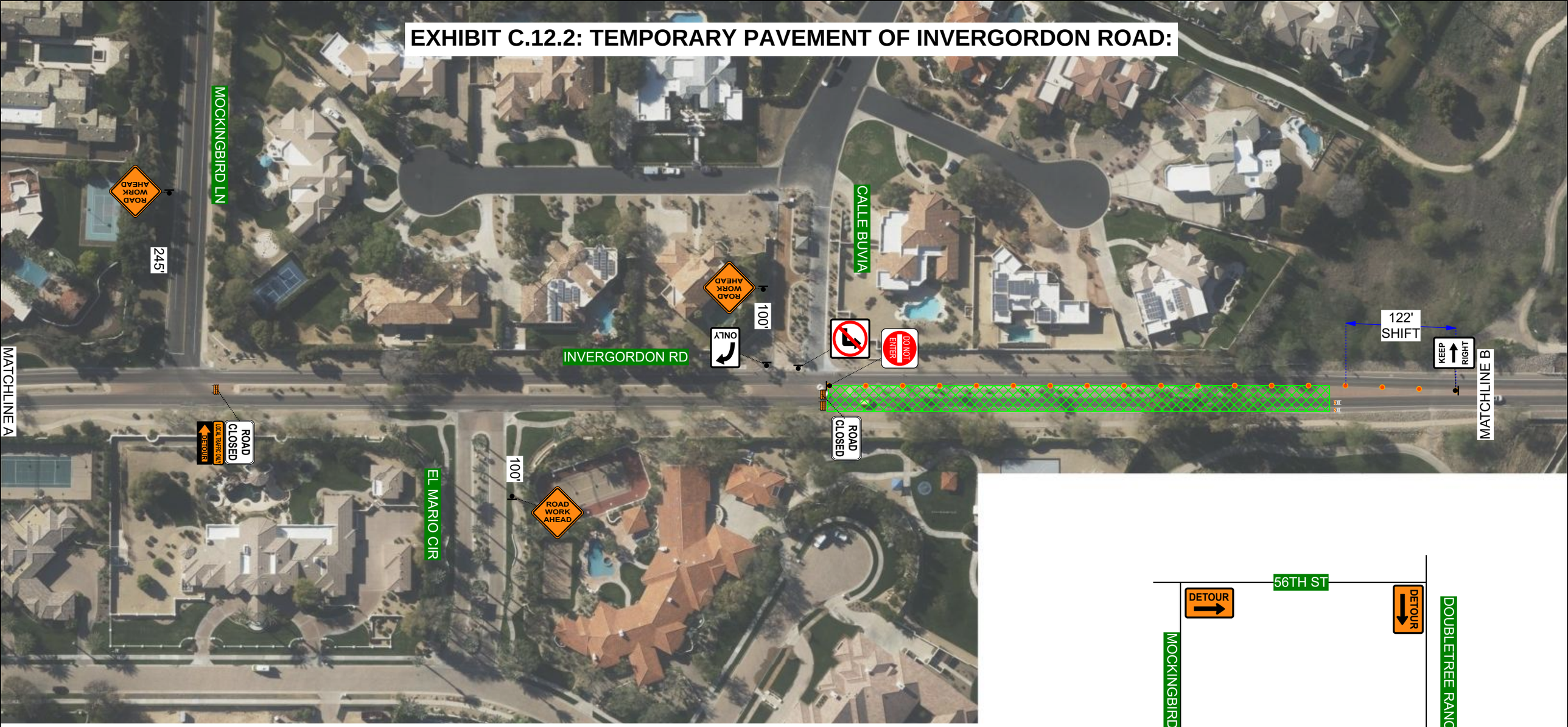
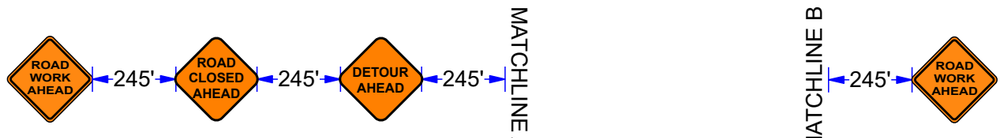
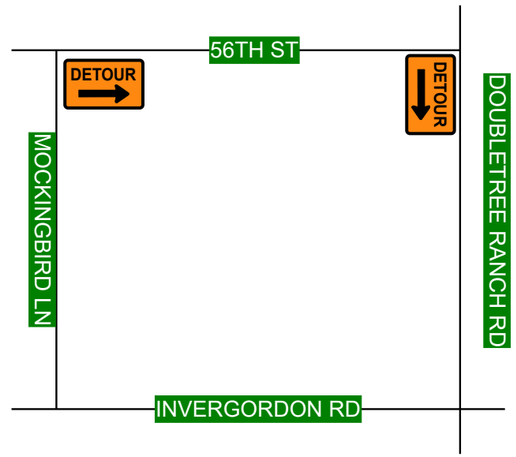

Traffic Flow • REV 01.21.26
Southbound Restriction
EXHIBIT D: DOUBLE HEADING INVERGORDON DETOUR - SOUTHBOUND LANE RESTRICTION
N
Doubletree Ranch Rd.
56th St.
NORTHBOUND ON INVERGORDON ONLY, PROVIDE DETOUR SIGNS ON DOUBLETREE RANCH ROAD AND HORSESHOE ROAD FOR SOUTHBOUND TRAFFIC
Southbound Closure
Invergordon Ln.
Work Zone: Southbound Restricted
Morning Glory Rd.
Mockingbird Ln.
Maintain Local Access
Maintain Local Access
Work Zone: Rolling Closure
59th St.
Maintain Local Access
Coconino Rd.
Traffic Flow
Bi-directional, Flagged Traffic During Work Hours
Invergordon Ln. Detour Route
Work Zone
Northern Ave.
Mockingbird Ln.
Foothill Dr.

EXHIBIT C.12.2: TEMPORARY PAVEMENT OF INVERGORDON ROAD:







AWP Safety

Date: 10-3-2025 **Author:** Matthew Grotts **Project:** Invergordon Rd & Mockingbird Ln NB Directional Median Work
Contractor: Achen Gardner **Jurisdiction:** Paradise Valley **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Israel Santillian Jr **Contact Number:** 602-727-5351 **Contact Email:** isantillan@achen.com
Job: - **P.O. #:** 4137100 TOPV Mockingbird **CSR:** John Hunt 602-714-4117

Comments:
Traffic Control Plan is not to scale

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

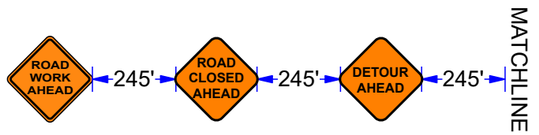
SPEED LIMIT 35

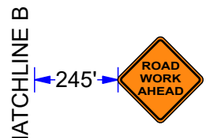
N

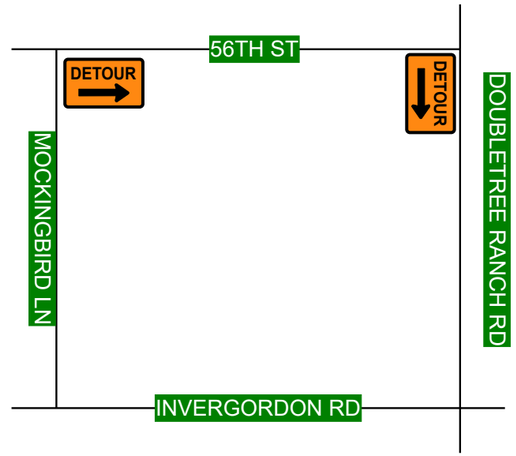
58 347

EXHIBIT C.12.3: PHASE 2 – INVERGORDON ROAD – NORTHBOUND WORK ZONE









AWP Safety

Date: 10-3-2025 **Author:** Matthew Grotts **Project:** Invergordon Rd & Mockingbird Ln NB Directional
Contractor: Achen Gardner **Jurisdiction:** Paradise Valley **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Israel Santillian Jr **Contact Number:** 602-727-5351 **Contact Email:** isantillan@achen.com
Job: - **P.O. #:** 4137100 TOPV Mockingbird **CSR:** John Hunt 602-714-4117

Comments:
Traffic Control Plan is not to scale

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 35

N

59 348

EXHIBIT C.12.4: PHASE 2 – INVERGORDON ROAD – SOUTHBOUND WORK ZONE

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area



AWP Safety

Date: 10/07/2025 **Author:** ILIAM ROMERO **Project:** Invergordon Rd & Mockingbird Ln
Contractor: ACHEN GARDNER **Jurisdiction:** PARADISE VALLEY **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: ISRAEL SANTILLIAN **Contact Number:** 602-727-5351 **Contact Email:** ISANTILLIAN@ACHEN.COM
Job #: - **P.O. #:** 4137100 TOPV Mockingbird **Acct Mgr:** JOHN HUNT @602-714-4177

Comments:
Traffic Control Plan is not to scale

SPEED LIMIT 30

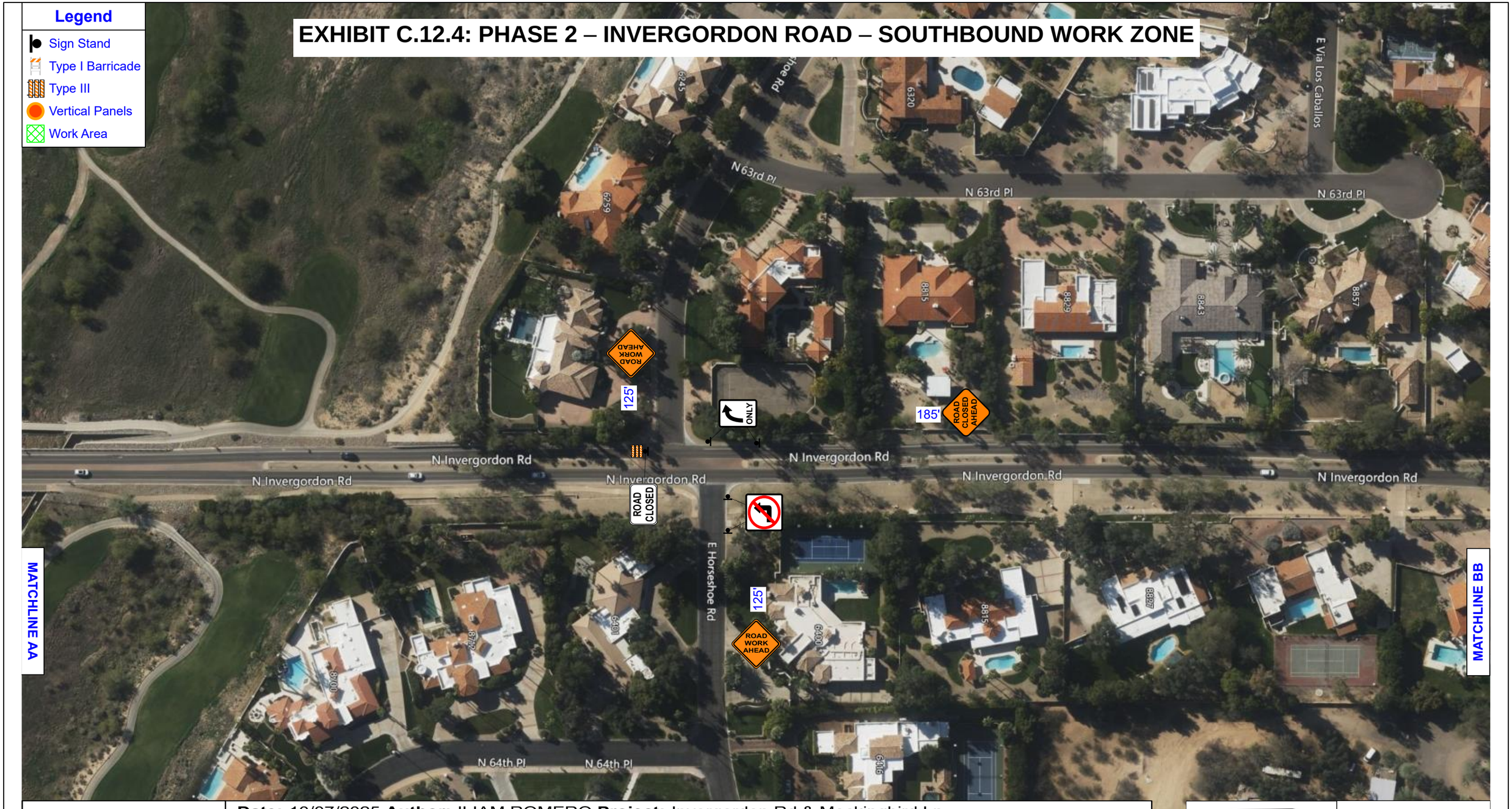
POSTED SPEED

N

EXHIBIT C.12.4: PHASE 2 – INVERGORDON ROAD – SOUTHBOUND WORK ZONE

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area



Date: 10/07/2025 **Author:** ILIAM ROMERO **Project:** Invergordon Rd & Mockingbird Ln
Contractor: ACHEN GARDNER **Jurisdiction:** PARADISE VALLEY **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: ISRAEL SANTILLIAN **Contact Number:** 602-727-5351 **Contact Email:** ISANTILLIAN@ACHEN.COM
Job #: - **P.O. #:** 4137100 TOPV Mockingbird **Acct Mgr:** JOHN HUNT @602-714-4177

Comments:
Traffic Control Plan is not to scale

AWP Safety

SPEED LIMIT 30

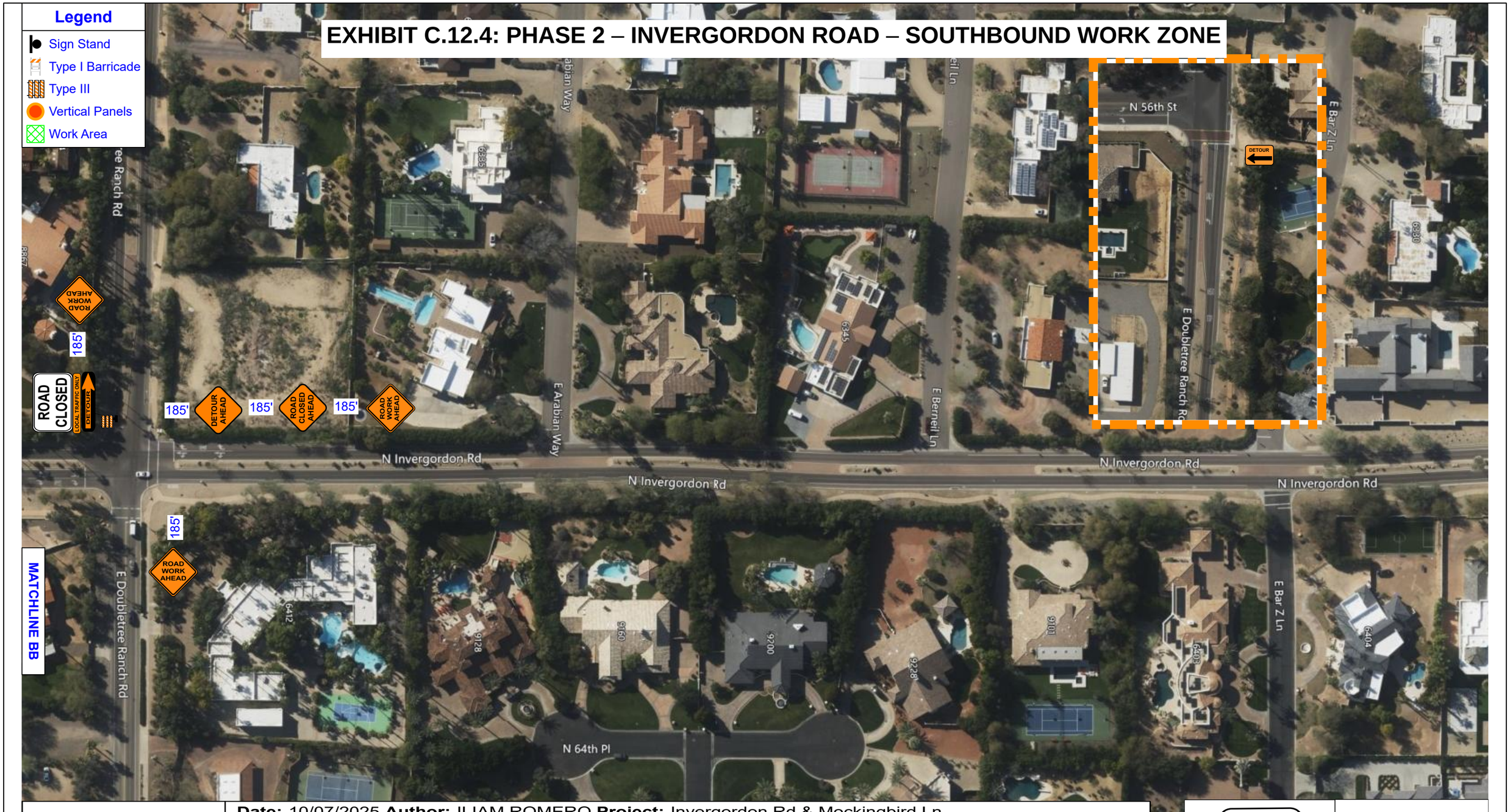
POSTED SPEED

N

EXHIBIT C.12.4: PHASE 2 – INVERGORDON ROAD – SOUTHBOUND WORK ZONE

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area



Date: 10/07/2025 **Author:** ILIAM ROMERO **Project:** Invergordon Rd & Mockingbird Ln
Contractor: ACHEN GARDNER **Jurisdiction:** PARADISE VALLEY **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: ISRAEL SANTILLIAN **Contact Number:** 602-727-5351 **Contact Email:** ISANTILLIAN@ACHEN.COM
Job #: - **P.O. #:** 4137100 TOPV Mockingbird **Acct Mgr:** JOHN HUNT @602-714-4177

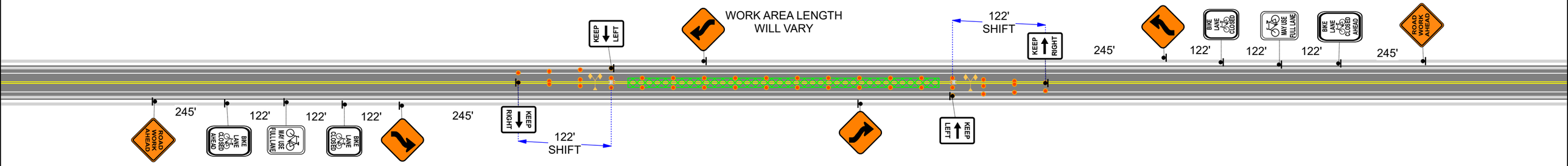
Comments:
Traffic Control Plan is not to scale

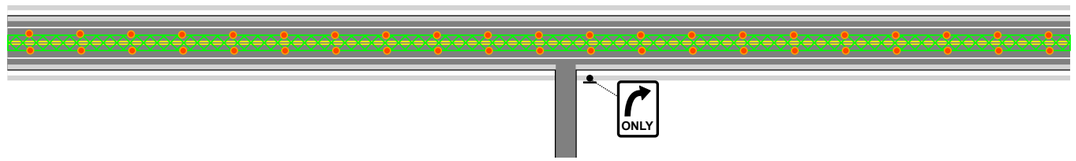
AWP Safety

SPEED LIMIT 30
POSTED SPEED

N

EXHIBIT C.12.5: PHASE 3 – MOCKINGBIRD LANE:





TYPICAL DRIVEWAY SET-UP

AWP Safety

Date: 10-07-2025 **Author:** ILIAM ROMERO **Project:** Mockingbird Ln, Invergordon Ln to 56th St Typical Channel
Contractor: Achen Gardner **Jurisdiction:** Paradise Valley **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Israel Santillian Jr **Contact Number:** 602-727-5351 **Contact Email:** isantillan@achen.com
Job: - **P.O. #:** 4137100 TOPV Mockingbird **CSR:** John Hunt 602-714-4117

Comments:
Traffic Control Plan is not to scale

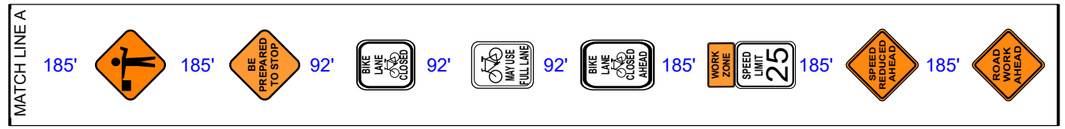
Legend

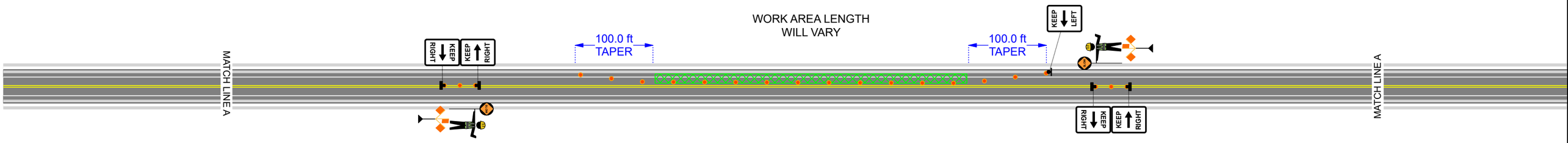
- HI-LEVEL
- High Level
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

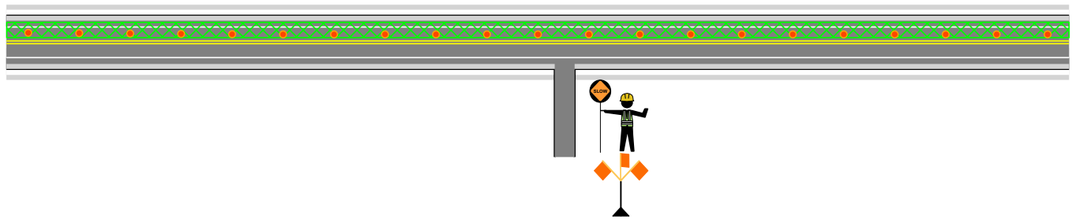
SPEED LIMIT 35

N
63
352

EXHIBIT C.12.5: PHASE 3 – MOCKINGBIRD LANE:







TYPICAL DRIVEWAY SET-UP

AWP Safety

Date: 10-07-2025 **Author:** ILIAM ROMERO **Project:** Mockingbird Ln, Invergordon Ln to 56th St Typical Channel
Contractor: Achen Gardner **Jurisdiction:** Paradise Valley **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Israel Santillian Jr **Contact Number:** 602-727-5351 **Contact Email:** isantillan@achen.com
Job: - **P.O. #:** 4137100 TOPV Mockingbird **CSR:** John Hunt 602-714-4117

Comments:
Traffic Control Plan is not to scale

Legend

- HI-LEVEL
- High Level
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 35

N

64 353

EXHIBIT 4
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG

[Substantial Completion Date and Schedule]

See following pages.

EXHIBIT C6: PROJECT SCHEDULE (DOUBLE-CREW HEADING APPROACH)
GMP (02/13/2026)
ROADWAY AND DRAINAGE IMPROVEMENTS, MOCKINGBIRD LN. FROM 56TH ST. TO INVERGORDON RD.
TOPV PROJECT NO: 2021-03 & 2021-12 / AGC Project Number: 4137100

TOPV ROADWAY AND DRAINAGE IMPROVEMENTS — **JOB #: 4137100**

	Work Item Description	2026 JAN 5	12	19	26	FEB 2	9	16	23	MAR 2	9	16	23	30	APR 6	13	20	27	MAY 4	11	18	25	JUN 1	8	15	22	29	JUL 6	13	20	27	AUG 3	10	17	24	31	SEP 7	14	21	28	OCT 5	12	19	26	NOV 2	9	16	23	30	DEC 7	14	21	28	2027 JAN 4	11	18	25	FEB 1	8	15	22	MAR 2	9	16	23	30
DOUBLE-CREW HEADING APPROACH	COUNCIL STUDY SESSION - FEBRUARY, 26 2026		

EXHIBIT J
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
ACHEN-GARDNER CONSTRUCTION, LLC

[Performance Bond]

See following page.

EXHIBIT K
TO
CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT CON-25-001-ENG
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
ACHEN-GARDNER CONSTRUCTION, LLC

[Payment Bond]

See following page.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
TRISTAR ENGINEERING AND MANAGEMENT, INC.

TASK ORDER #1

On-Call Professional Services for Construction Management

THIS TASK ORDER #1 (this "Task Order") is entered into as of _____, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and TRISTAR ENGINEERING AND MANAGEMENT, INC., an Arizona corporation (the "Consultant"). In accordance with the On-Call Professional Services Agreement, Contract No. CON-26-020-ENG, between the Town and the Consultant, dated January 8, 2026 (the "Agreement"), the Consultant will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Consultant shall provide general construction management services for the Mockingbird Improvements, 56th Street to Invergordon project, as described in **Attachment 1** to this Task Order. Upon acceptance by the Town, this Task Order will become part of the Agreement and attached thereto as part of Exhibit D.

2. Schedule of Completion of Services. The Consultant shall commence work immediately upon execution of this Task Order and complete the work required herein in accordance with a schedule mutually agreed upon by the parties at the time of assignment.

3. Fee Breakdown. Total compensation to the Consultant for the Scope of Work required under this Task Order shall be calculated at the rates set forth in **Attachment 1** and shall not exceed $480,184.72. This not-to-exceed amount includes an owner's contingency of $45,000, which shall not be obligated or expended without express written pre-authorization by the Town Engineer.

4. Subject to the Agreement. This Task Order is subject to the terms and conditions of the Agreement.

5. Conflict of Interest. The Town may cancel this Task Order pursuant to Ariz. Rev. Stat. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not use, for the duration of this Agreement, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

"**Town**"

TOWN OF PARADISE VALLEY,

an Arizona municipal corporation

_____
Andrew Ching, Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Consultant**"

TRISTAR ENGINEERING AND MANAGEMENT, INC.
an Arizona corporation

By: _____

Name: John Akin

Title: President

ATTACHMENT 1
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
TRISTAR ENGINEERING AND MANAGEMENT, INC.

TASK ORDER #1

On-Call Professional Services for Construction Management

[Scope of Work]

See following pages.

TRISTAR
Engineering and Management, Inc.

Mailing Address:
PO Box 35278, Phoenix, AZ 85069-5278
T: 602.288.5594 | F: 602.288.5592
tristar-az.com | info@tristar-az.com

February 26, 2026

Sam Kayat, PE
Town of Paradise Valley, CIP Manager
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

Re: Mockingbird Improvements, 56th Street to Invergordon
CIP Project 2021-03 and 2021-12

Mr. Kayat,

Tristar Engineering and Management, Inc. (Tristar) has reviewed the proposed revisions to our cost proposal for professional services to provide Construction Inspection services for the aforementioned project. This revision decreases the Project Supervisor hours, slight increase in Resident Engineer hours, and increases the Owner Allowance as indicated on the attached.

Proposed contract particulars:
Revised Task Order Amount: $480,184.72, Hourly, Not-to-Exceed, including $20,000 overtime allowance and $25,000 Owner's Allowance.

Suggested Contract duration: 10 months (Estimated April 2026 to January 2027) to account for overlap of construction duration.

Tristar's scope of services remains unchanged from prior submittals, and is also summarized on the second page. I am hopeful this meets with your approval.

Respectfully,
TRISTAR ENGINEERING AND MANAGEMENT, INC.



John Akin, PE
Phone: 602-568-4661
Email: jakin@tristar-az.com

Summary of proposed services by Tristar:

- Tristar will provide a full-time field inspector to monitor and coordinate the contractor's work on behalf of Town of Paradise Valley officials.
- Tristar's inspector will provide daily onsite inspection, observation and documentation; and along with support from the Project Supervisor, will lead coordination effort with other PV Departments as necessary and verify materials conform to approved submittals.
- Daily Inspection Reports will be completed by Tristar's inspector for every day the contractor works on-site. Reports will include a description of the contractor's work, and a detail of all item measurements.
- An itemized detail of all measurements and payments to the contractor will be maintained by Tristar for the duration of the project. It is understood that the project may have at least two funding sources, and each phase could require separate payment documentation which will be itemized accordingly.
- Tristar will also provide itemized invoices, according to actual cost time and materials, for each of the two funding sources if necessary.
- Tristar utilizes an online project management system that hosts daily inspection reports and an itemized detail of work, with tracking logs for submittals and RFIs that track status of each that will be reviewed at each weekly construction meeting.
- Tristar has included some part-time hours for a Project Supervisor to provide additional support for the Tristar inspector, provide monthly assistance to review, reconcile and evaluate the contractor's monthly payment request(s), coordinate submittals and RFI's with the designer of record, assist with .pdf redlines as necessary and make recommendation to PV for payment.
- Tristar's inspector, Project Supervisor and Resident Engineer will participate in weekly construction coordination meetings, and provide meeting minutes of each meeting, that includes the contractor's anticipated 3-week schedule and tracking logs for submittals, RFI's, etc.
- Quality Assurance (QA) material testing is anticipated to be performed by Quality Testing, LLC (QT) through a separate contract with Paradise Valley. Tristar will coordinate necessary QA material testing with QT based on the MAG Material Sampling and Testing guidelines for each material and/or the approved testing plan specific for the project. Also, the contractor will provide Quality Control Testing (QC), at a more frequent testing frequency than is required of QA.
- Tristar's inspector will compare field changes to the contractor's redlines on a weekly basis. These red lines will utilized to generate as-built drawings using .pdf file(s) or, if desired, can be turned over to designer of record for CAD-generated drawings.
- Closeout will include redlines (in Bluebeam .pdf format as discussed above) provided by Tristar, to be included with those provided separately by the contractor. Tristar will produce a non-conformance list (punchlist) prior to substantial completion, track completion of punchlist items, schedule and facilitate a final completion inspection by agency officials.

Assumptions/Exclusions:

- Mostly daytime work, with potential for some minor overnight work within major arterials or a limited-duration full-weekend closure of Invergordon and Mockingbird.
- Costs are estimated based on contractor working an average of 40 hours per work week, with no more than 10% overtime per average week as an allowance.
- The contractor will provide quality control material testing, which is more frequent than quality assurance testing, and the cost included in the contractor's GMP for the project.
- Submittal review and RFI responses will be coordinated by Tristar, with the designer of record having final review authority for the vast majority of technical reviews.
- Public outreach will be provided by Others.
- The design consultant will be retained by the Town and will be available as a resource during construction as the designer of record.

TRISTAR
Engineering and Management, Inc.

February 26, 2026

Firm Name: Tristar Engineering & Management, Inc.

Cost Estimate for:

Mockingbird Improvements, 56th Street to Invergordon
Project No. 2021-03 (Roadway) and 2021-12 (Drainage)
Construction Inspection Services

Estimated Direct Labor

Classification	Regular Hours	Regular Billing Rate	O.T. Hourly Rate		Extended Amount
Construction Inspector	1512	$144.21	$ 201.89	$	218,045.52
Project Supervisor	1040	$191.48	-	$	199,139.20
Resident Engineer	72	$250.00		$	18,000.00
Total MHrs:	2624				
Total Labor:				$	435,184.72
Project Labor Costs:					*$435,184.72*

Allowances:

Overtime Allowance	$	20,000.00
Owners Allowance	$	25,000.00
Direct Expenses:	*$*	*45,000.00*

Estimate (not to exceed)	**$480,184.72**

CONSULTANT/SUBCONSULTANT
SCHEDULED PROJECT MAN-HOURS BY CLASSIFICATION

CONSULTANT: **Tristar Engineering and Management Inc.**

Contract No.: _____

PO No.: _____

PROJECT NAME: **Mockingbird Improvements, 56th Street to Invergordon**
Construction Inspection Services

DIRECT LABOR														
Classifications		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Man-Hours**
Construction Inspector	2026				40	176	176	176	176	176	176	176	160	1432
	2027	80												80
	Total Hours:													**1512**
Project Supervisor	2026				40	120	120	120	120	120	120	120	80	960
	2027	40	40											80
	Total Hours:													**1040**
Resident Engr.	2026					8	8	8	8	8	8	8	8	64
	2027	4	4											8
	Total Hours:													**72**
TOTAL (Planned)		124	44		80	304	304	304	304	304	304	304	248	2624

QT #25039.03

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
QUALITY TESTING, LLC

TASK ORDER #4

On-Call Professional Services for Construction Materials Testing

THIS TASK ORDER #4 (this "Task Order") is entered into as of _____, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Quality Testing, LLC, an Arizona limited liability company (the "Consultant"). In accordance with the On-Call Professional Services Agreement, Contract No. CON-26-011-ENG, between the Town and the Consultant, dated December 1, 2025 (the "Agreement"), the Consultant will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Consultant shall provide general construction materials testing services for the Mockingbird Lane 56th St to Invergordon Road project, as described in **Attachment 1** to this Task Order. Upon acceptance by the Town, this Task Order will become part of the Agreement and attached thereto as part of Exhibit D.

2. Schedule of Completion of Services. The Consultant shall commence work immediately upon execution of this Task Order and complete the work required herein in accordance with a schedule mutually agreed upon by the parties.

3. Fee Breakdown. Consultant shall be compensated pursuant to the rates set forth in **Attachment 1**. The total cost to complete the Scope of Work required under this Task Order shall not exceed $99,770. This not-to-exceed amount includes an owner's contingency of $10,000, which shall not be obligated or expended without the express, written pre-authorization of the Town Engineer.

4. Subject to the Agreement. This Task Order is subject to the terms and conditions of the Agreement.

5. No Default. By executing this Task Order, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Task Order, under any of the terms or conditions of the Agreement or of any other Task Order issued pursuant to the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Task Order are forever waived.

6. Conflict of Interest. The Town may cancel this Task Order pursuant to Ariz. Rev. Stat. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not use, for the duration of this Agreement, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

"Town"

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

_____
Andrew Ching, Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Consultant"

QUALITY TESTING, LLC
an Arizona limited liability company

By _____

Name: **Jeff Schaper, P.E.**

Title: **President**

ATTACHMENT 1
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
QUALITY TESTING, LLC

TASK ORDER #4

On-Call Professional Services for Construction Materials Testing

[Scope of Work]

See following pages.

Quality Testing, LLC
175 S Hamilton Place, Bldg 6, #114
Gilbert, AZ 85233
(480) 496-2000 • (480) 496-2001
www.qt-corp.com

SUB CONSULTANT :	**QT**
PROJECT NAME :	**Mockingbird Lane 56th St to Invergordon Road**
PROJECT OWNER:	**Town of Paradise Valley**
ESTIMATE NUMBER:	**251229-01**

Project Scope: Project consists of storm drian, roadway, and traffic calming features including one travel lane and one bicycle lane in each direction with landscaped chicanes throughout the project limits. The improvements also include storm drain pipe and box, utility relocation/adjustments, signing, and pavement markings, drainage improvements, new lanscaping and irrigation.

Assumptions:

* We have assumed total of 120 trips for entire project.

Estimate Amount Defined Scope: This cost proposal is considered an estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform construction materials sampling and testing, both field and lab, that is specifically identified in this cost estimate.

Cost Estimate Summary:

Total Extended QT Direct Billable Labor (Includes QC Supervisor, QC Reporting Tech, Field Tech, Etc.)	**$**	**52,308.00**
Total Laboratory Testing Fees (Includes All Laboratory Testing)	**$**	**28,462.00**
Total Other Direct Costs (Includes Vehicle, Subcontracted Services, etc. if Applicable)	**$**	**19,000.00**
Total Estimate of All Fees	**$**	**99,770.00**

The following pages identify the time frame, resourcing, and other assumptions used in developing this cost estimate. Assumptions are based on the information provided by your office, and QT's experience on similar projects, at the time of this proposal. If there are changes to the contractor's schedule, re-testing, additional site visits or other items that are not part of the originally assumed visits, these visits will be outside this scope of work. Items outside this scope of work will be extra work that will be billed to the contractor based on the units and rates established here within.

Shekhar Shah, Sr. Project Manager — Estimator

2/25/2026 — Date



Signature

PROPOSAL SUMMARY

PROJECT NAME : **Mockingbird Lane 56th St to Invergordon Road**

SCOPE OF SERVICES: **Quality Acceptance Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Registered Professional Engineer	Direct	4	$ 240.00			$ 240.00	$ 960.00
Project Manager (QA)	Direct	60	$ 195.00			$ 195.00	$ 11,700.00
Administrative Assistant	Direct	16	$ 78.00			$ 78.00	$ 1,248.00
Materials Coordinator	Direct		$ 120.00			$ 120.00	
Certified Field Technician	Direct	480	$ 80.00			$ 120.00	$ 38,400.00
Special Inspector (ICC/ACI)	Direct		$ 118.00			$ 177.00	
Certified NDT/Steel Inspection Technician (ICC/CWI	Direct		$ 125.00			$ 187.50	
Lab Technician	Indirect	240	$ -				
SUBTOTAL DIRECT LABOR							**$ 52,308.00**

(1) Regular Rate X Overtime Premium of 1.5

VEHICLE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	120	EA	$ 75.00	$ 9,000.00
SUBTOTAL VEHICLE AND PER-DIEM CHARGES				**$ 9,000.00**

OTHER PROJECT DIRECT CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
Owner Contingency	1	EA	$10,000.00	$ 10,000.00
				$ -
				$ -
				$ -
SUBTOTAL OTHER PROJECT DIRECT CHARGES				**$ 10,000.00**

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
Compressive Strength, Cylindrical Specimen (ASTM C39, AASHTO T22)	100	EA	$ 22.00	$ 2,200.00
Masonry Grout Prisms, Compressive Strength (ASTM C1019)		EA	$ 31.00	$ -
Specific Gravity/Absorption (Coarse Agg.)(ASTM C127, AASHTO T85)	2	EA	$ 75.00	$ 150.00
Sieve Analysis (ASTM C136, C117, AASHTO T27, T11)	6	EA	$ 90.00	$ 540.00
Plasticity Index, Wet Prep (ASTM D4318, AASHTO T89, T90)	6	EA	$ 140.00	$ 840.00
Proctor, Standard (ASTM D698, AASHTO T99)	10	EA	$ 144.00	$ 1,440.00
Fractured Particles in CA (Fractured Faces) (ASTM D5821)	2	EA	$ 116.00	$ 232.00
Flat & Elongated Particles in CA (ASTM D4791)		EA	$ 134.00	$ -
Abrasion of Coarse Aggregate (LA) (ASTM C131, AASHTO T96)	2	EA	$ 270.00	$ 540.00
Ignition Oven - Calibration (per mix) (ASTM D6307, AASHTO T308)	4	EA	$ 740.00	$ 2,960.00
Ignition Oven - Asphalt Cement Content (ASTM D6307, AASHTO T308)	30	EA	$ 150.00	$ 4,500.00
Ignition Oven - Gradation (ASTM C136, AASHTO T27)	30	EA	$ 90.00	$ 2,700.00
Maximum Specific Gravity of HMA Mixture (ASTM D2041, T209)	30	SET OF 3	$ 186.00	$ 5,580.00
Gyratory Compaction (ASTM D6925, D2726, AASHTO T312, T166)		SET OF 2	$ 228.00	$ -
Marshall Specimen Bulk Density (ASTM D6926, D2726, AASHTO T245)	30	SET OF 3	$ 180.00	$ 5,400.00
Marshall Stability & Flow (ASTM D6927)	30	SET OF 3	$ 22.00	$ 660.00
Core Bulk Specific Gravity/Thickness (ASTM D2726, AASHTO T166)	30	EA	$ 24.00	$ 720.00
Drill AC Cores (up to 8" thickness)		EA	$ 36.00	$ -
TOTAL LABORATORY TESTING FEES				**$ 28,462.00**

TOTAL ESTIMATE OF ALL FEES **$ 99,770.00**

Shekhar Shah, Sr. Project Manager
Estimator

February 25, 2026
Date

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : Mockingbird Lane 56th St to Invergordon Road CONSULTANT : QT DATE: February 25, 2026

ESTIMATED MONTHLY MAN-HOURS

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8																	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
MAR 2026 through FEB 2028	M-26	A-26	M-26	J-26	J-26	A-26	S-26	O-26	N-26	D-26	J-27	F-27	M-27	A-27	M-27	J-27	J-27	A-27	S-27	O-27	N-27	D-27	J-28	F-28				
Registered Professional Engineer	1		1		1		1																		4 m-h	0%	m-h	4 m-h
Project Manager (QA)	6	6	8	10	8	8	8	6																	60 m-h	0%	m-h	60 m-h
Administrative Assistant	2	2	2	2	2	2	2	2																	16 m-h	0%	m-h	16 m-h
Materials Coordinator																									m-h	0%	m-h	m-h
Certified Field Technician	40	40	80	80	80	80	60	20																	480 m-h	0%	m-h	480 m-h
Special Inspector (ICC/ACI)																									m-h	0%	m-h	m-h
Certified NDT/Steel Inspection Technician (ICC/CWI)																									m-h	0%	m-h	m-h
Lab Technician	40	20	20	40	20	40	20	40																	240 m-h	0%	m-h	240 m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.05	0.05	0.07	0.07	0.06	0.06	0.07	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80 m-h	0%	m-h	80 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.23	0.23	0.50	0.45	0.45	0.48	0.36	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	480 m-h	0%	m-h	480 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.23	0.11	0.13	0.23	0.11	0.24	0.12	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240 m-h	0%	m-h	240 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.51	0.39	0.69	0.75	0.63	0.77	0.54	0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800 m-h	0%	m-h	800 m-h
TOTAL ACTUAL POSITIONS	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				8
TOTAL VEHICLES	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				8

Action Report

File #: 26-070

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

RECOMMENDATION:
Review the current list of pending agenda topics.

FUTURE AGENDA SCHEDULE 2026

MEETING DATE	4/9	4/23	5/14	5/28	6/11
	2:00 PM Start Time				
Executive Session	Committee Appointments/ Reappointments	Town Manager Performance Review			
		Town Attorney Contract Check-In			
Study Session	Committee Volunteer Interviews	Arbor Day Tree Planting			
	Budget - Revenue Forecast and Follow Up Items	Save the Spire Update			
		Franciscan Renewal Center SUP SOD			
Presentations	Proclamation - CASA Volunteer Week		Historical Committee - Town Anniversary Recognition		
Consent Agenda	Resolution - Extension of Membership in AzMT		Town Manager Contract Amendment		
Public Hearings					
Action Items	Contract - Las Brisas and Cheney Intersection	Tentative Budget Adoption	Franciscan Renewal Center SUP SOD		
	Committee Appointments & Reappointments	Contract - SRP Underground Conversion - Rose Lane	Special Meeting - Adopt Final Budget		
		Contract - 40th St and Clearwater	Contract - Sewer System and Manhole Repair		

FUTURE AGENDA SCHEDULE 2026

MEETING DATE	6/25	9/10	9/24
EXECUTIVE SESSION			
Study Session		Franciscan Renewal Center SUP Amendment	
Presentations			
Consent Agenda			
Public Hearings			
Action Items			

FUTURE AGENDA SCHEDULE

MEETING DATE	10/8	10/22	11/12	12/10
Executive Session				
Study Session				
Presentations				
Consent Agenda				
Public Hearings	Franciscan Renewal Center SUP Amendment			
Action Items				

This is a tentative calendar and subject to change

Items to be scheduled - Numbering does not reflect priority or order in which items will be scheduled

1 AI usage policy
2 E-bike education and enforcement
3 Personnel Appeals Board Rules of Procedure Update

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this "First Amendment") is entered into as of December 12, 2025, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and B2B Direct Sales, Inc., dba The HVAC Company, an Arizona corporation authorized to do business in Arizona (the "Contractor").

RECITALS

A. The Town and the Contractor entered into Linking Agreement No. CON-25-035-PBW dated August 7, 2025, for the Contractor to provide Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance (the "Agreement").

B. The Town has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Additional/Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to the Contractor by $183,079.06 for the Additional Services at the rates set forth in the Fee Proposal attached hereto as a

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

part of Exhibit 1 and incorporated herein by reference, resulting in an increase of the combined not-to-exceed compensation from $2,820 to $185,899.06.

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

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

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

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

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

"**Town**"

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

DocuSigned by:
Andrew Ching
5B8E4040A9044A3...
Andrew Ching, Town Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Contractor**"

B2B DIRECT SALES, INC,
an Arizona corporation

By: Nicole Hoover

Name: Nicole Hoover

Title: Commercial Account Manager

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

EXHIBIT 1
TO
FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC

[Amended Scope of Work and Fee Proposal]

See following pages

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Quote #: 12047

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253	Date: Sep 24, 2025 Re: Town Hall (4) FCU Replacements Property: Paradise Valley Town Hall Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe Contract ID: T22-001-29 Pricing.
All work to be completed during **normal business hours**.***

Remove and dispose of existing Environmental Technologies Fan Coils
#13 HH-20B-C6BL-E010-O1810-CMA15-FT2,
#8 HH-20B-C6BL-E010-O1810-CMA15-FT2
#3 HH12B-C6BR-E005-01010-BMA16-FT2,
#4 HH12B-C6BR-E005-01010-BMA16-FT2

Install Enviro-Tec Direct-Drive Blower Coil Units:
- Qty (2) HDD-12 - 460V/3Ph (Tag: FCU-3,4)
- Qty (2) HDD-20 - 460V/3Ph (Tag: FCU-8,13)
- Horizontal Cabinet
- Chilled Water Cooling Coil
- Direct Drive Blower with EC Motor
- Electric Heat Coil
- Tags: FCU-3,4,8 - Right Hand Connection, FCU-13 Left Hand Connection ***Confirm Prior to Ordering**

NOTE: Right or left-hand connections are based on "supply air to back of head."

Includes removal and reinstall of ceiling tiles and T-bar to access equipment.
Reconnect to existing Duct systems.
Reconnect to existing controls devices (access to system must be provided by customer).
Reconnect to existing Electrical Disconnects, install new fuses.
Reconnect whips, or reconfigure whips as needed to accommodate new unit (up to 20 additional feet).
Install new Hose kits for each machine, after existing valves and strainers.
Reconnect and rework condensate to new system.
Install new custom Drain Pans and tie into overflow condensate.

NOTE: most of this equipment is in high difficulty situations, and will require additional manpower and lifting apparatus in most cases.
NOTE: owner to move any furniture such as cubicles, desks, book case, etc.

Warranty: 2-years parts & labor.
Lead Time: 8-10 weeks plus transit time.
Exclusions: permits & engineering; premium labor and any items not specified herein.
Also excludes Control Valves, BMS Integration, Water Testing & Balance, Any other item not listed above.

Total Proposal as Outlined Above.....	$101,224.95

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.
- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	Andrew Ching
Approval Signature:	DocuSigned by: Andrew Ching 5B8E4040A9944A3...
Date:	12/12/2025
PO# or Payment Method:	

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Quote #: 12096

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253	Date: Oct 8, 2025 Re: PD Server Rm | VRF Replacement Rev 1 Property: PV Police Department Address: 6433 E Lincoln Dr, Paradise Valley, AZ 85253

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe S.A.V.E. Contract ID: T22-001-29

Remove and dispose of existing Mitsubishi VRF System
Install new Carrier / Toshiba VRF Heat Pump System Nominal 24 Tons:
2ea MMY-MUP0961HT9P-UL 8 Ton 208/230-3 (Twinned Condensers) with 2ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

Stand-Alone / Independent / Backup (Also has independent refrigerant piping):
1ea VRF Heat Pump Condenser MMY-MUP0961HT9P-UL 8 Ton 208/230-3
1ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

VRF Notes:
- System is 2 Pipe Heat Pump.
- Twinned require separate power source to each module.
- Indoor Units are powered separately.
- VRF Pipe lengths to be verified by contractor prior to order to confirm that capacities and diversities are met.
- 2-week prior notice is required for jobsite Pre-Check and Start-Up Assistance.
- (CU-1) MCA/MOCP is 36.3/60

Reuse electrical feeders to equipment, with new fused disconnects.
Reuse low voltage communications for the system. New wall mounted interface controllers.
Includes factory designed Refrigerant Piping System, and factory pre-startup inspection.
For AHU's reuse condensate system, we shall flush and test operation of drains.
Includes new condensate pans.
Includes new traps.
Includes all labor and materials to complete the system.
Includes crane service.

NOTE: All AHU's have refrigerant ball vales so they may be isolated if needed for performing repairs, without hindering system operations.
NOTE: Refrigerant piping will need to be replace to accommodate new system, for proper refrigerant flow.
NOTE: The new VRF System are susceptible to jetty currents and other anomalous issue with old piping techniques, therefore we must replace the refrigerant piping to make sure there are no issues related to the piping.

VRF Warranty: 5 year on parts. 7 year compressor. 2 years labor.
Lead Time: 4 to 6 weeks; subject to prior sale.
Scheduling: All work to be conducted during normal business hours.
Exclusions: permits & engineering; premium labor and any items not specified herein.

Total Proposal as Outlined Above.....	**$81,854.11**

Docusign Envelope ID: 4A45811A-8D56-4CE7-8326-6822AD551773

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	Andrew Ching
Approval Signature:	DocuSigned by: Andrew Ching 5B8E4040A9944A3...
Date:	12/12/2025
PO# or Payment Method:	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on August 27, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and B2B Direct Sales, Inc dba The HVAC Company, an Arizona corporation authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at: 3120 W. Carefree Hwy, Ste 1817, Phoenix, AZ 85086. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On May 13, 2022, after a competitive procurement process, the City of Tempe entered into the Trade Services Contract No. T-22-001-29, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as HVAC preventative maintenance and more particularly identified in the 2025 PM Service Agreement & Mechanical Inspection Proposal the ("**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the City of Tempe in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between this Agreement, Exhibit C, the Base Agreement, and Exhibit B, the documents shall take precedence in that order.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $2,820.00 annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 13, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

B2B DIRECT SALES INC.
an Arizona corporation:

By: _____

Name: _____

Title: Nicole Hoover

Nicole Hoover

Commercial Account Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT A
BASE AGREEMENT

(See attached: Trade Services Contract No. T22-001-29, January 13, 2022)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Tempe®
Making waves in the desert

REQUEST FOR PROPOSAL

RFP# 22-001
TRADE SERVICES

RFP ISSUE DATE:
AUGUST 18, 2021

DEADLINE FOR INQUIRIES/QUESTIONS:
SEPTEMBER 8, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
SEPTEMBER 29, 2021, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
ERIC KRAENZLE, C.P.M.
EMAIL: eric_kraenzle@tempe.gov
PHONE: 480-350-8548

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address: **Bids@tempe.gov**

No hard copy proposals will be accepted at this time.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Table of Contents

General Instructions 3
Standard Terms and Conditions 8
Special Terms & Conditions and Instructions 17
Scope of Work 23
Specifications 26
Pricing & Specifications 28
Proposal Questionnaire 64
Evaluation Criteria 66
Vendor's Offer 67
Anti-Discrimination Policy 68
Supplier Sustainability Questionnaire 70
Checklist for Submittal 72

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

   H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.

   I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.

6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.

8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.

10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

    It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

    "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

    If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date .

18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.

20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero ($0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at **salestax@tempe.gov**

21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.

22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.

27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq*., all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

    A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

    B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

    C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

   E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

i) 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.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

    A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

    B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

    City of Tempe Procurement Office
    Attn: Procurement Officer
    20 E. 6th Street (Second Floor)
    PO Box 5002
    Tempe, Arizona 85280

    [Contractor's Name]
    [Attn of Offeror Named in Contract]
    [Address]

    Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. 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/or services used to fulfill the Contract.

28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

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

32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of three (3) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

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

G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

10. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

11. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.

12. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

    If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.

13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

14. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.

15. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

16. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.

17. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

    (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.

2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.

3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

(a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.

(b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.

2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.

3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

18. **Manual Traffic Directors:** If your department is in need of manual traffic directors, it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using a uniformed police officer, preferably one who is off-duty and has been scheduled to accompany your work. Some examples where manual traffic directors will be required are as follows:

(a) To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.

(b) To direct traffic during a water main break, a hazardous waste spill, or any other emergency.

(c) May be used in place of police officers that are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

19. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

    Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

    Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the City payment made to the Contractor.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish three-year contracts with three one-year renewal options for 'Trade Services' as required for routine repair, maintenance and minor upgrading of City facilities, or to properties as requested by the City. The scope of resulting contracts does not cover 'construction' as defined by City Procurement Code –§ 26A-1.

> *Construction* means the process of building, altering, repairing, improving or demolishing any public structure of building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property. Procurement responsibility for construction and related architectural and engineering services are delegated to the director directing the activities of the public works department and set apart from the procurement of goods and services.

The services requested in this Request for Proposal will be used, when necessary, to supplement the City's work force or to perform work for which the City does not have appropriate personnel. These services are performed on a daily basis and usage of the contracts is expected to be frequent – projected spending for resulting contracts are expected to approach $5,000,000 annually.

The City of Tempe intends to award approximately three contractors for each Trade Services group. The City reserves the right to award a single contractor or multiple contractors in any group.

All work is expected to meet or exceed industry standards.

Job Quote

The City will require a detailed quote from vendors when a job is requested. This quote shall include all labor hours, cost of materials (included any markups) and estimated time for completion of work - the cost for labor and markup for materials shall not exceed those quoted in this RFP. The utilizing department will evaluate the quotes obtained from awarded vendors within the applicable Trade Services group and award to the firm presenting the lowest cost that is in compliance with job specifications and specified completion time.

Billing

All billed services shall not exceed rates established by this offer and resulting contract. Hourly rates submitted in your bid shall be inclusive. Quoted pricing must contain all costs including, but not limited to, standard equipment and tools generally associated with the trade group, handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

All billing invoices must show, at a minimum:

- Breakdown of labor hours by trade and rate (calculated for regular, OT, etc.) – rates cannot exceed bid pricing
- A brief description of job
- Substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP)
- Backup for cost of materials – markup cannot exceed bid quoted percentage

Expenses for permits and inspections required by the City shall be billed at actual cost.

Any required parts and materials shall be billed at Contractor's cost plus the markup included in the bid. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional markup shall be billed.

Provide a copy of a billing invoice with your submittal – the committee will review to ensure compliance with inclusion of required information.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

Licensing
All contractors must have the appropriate Arizona Contractor's Licenses for each Trade Group for which they submit an offer.

License must be active and current by the due date of this Request for Proposal.

A copy of each license must be submitted with response.

Permits

Contractor must secure all permits required by the City prior to the commencement of work.

Background Investigations

Prior to work at some facility, Contractor's employees may be required to pass a background investigation – including fingerprinting, state and federal criminal records checks potentially including, driver's license record, current warrants check, current/past credit history check from all three credit national bureaus, and substance abuse screening.

Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Register of Contractors. Incomplete and unprofessional work will not be paid for until all deficiencies are corrected, inspected and approved by the City. If a contractor does not comply and correct all deficiencies according to Industry Standards, they will not receive any future work under this contract.

Warranty

The City prefers that all workmanship be warranted for a minimum of two-years.

Codes

All trades must comply with current applicable codes.

All applicable OSHA regulations must be followed.

All plumbing shall be in accordance to the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code.

All electrical shall be in accordance to the National Electrical Code of the National Fire Protection Association.

Storage

When necessary, the contractor(s) must provide storage facilities for all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department.

Materials furnished by the City

The City may choose to supply needed materials, in part or in total, to reduce costs.

Materials furnished by the City of Tempe will be delivered, or made available, to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

Subcontractors

If the contractor intends to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contract person, telephone number and project function.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Scope of Work

The contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City of Tempe.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

Contractor's Responsibility for Work

The contractor(s) shall take every reasonable precaution necessary to properly guard and protect all finished or partially finished work against damage or injury from the elements or any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

Methods and Equipment

The contractor(s) shall at all times, employ sufficient labor and equipment for completing the classes of work requested in the RFP to full completion in the manner and time required by the specifications.

All assigned workers shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment/tools required to perform all work properly and satisfactory.

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Tempe ordering department, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Tempe, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Tempe. The contractor(s), or sub-contractor(s), shall hold the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

Electrical Work

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program, or any required employee training records or certificates.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install		
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Trade Services - Group Pricing

Group 1 – Asphalt Patch and Repairs (small jobs only)

This group is for routine repairs and maintenance of asphalt surfaces.

Return this Section with your Response only if you are offering these services

Service Offered	Minimum size of repair you will perform

Pricing – Asphalt Repairs (small jobs only)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 2 – Bird Control

Return this Section with your Response only if you are offering these services

For this category the City is seeking contractors to provide bird control netting and spikes to the exterior portions of buildings or structures.

Pricing – Bird Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts (netting, etc) Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Bird netting per square foot	$	
Bird spikes per linear foot	$	
	$	
	$	
	$	
	$	

Pricing & Specifications

Group 3 – Building Envelope Sealing

Return this Section with your Response only if you are offering these services

Pricing – Building Envelope Sealing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Firms shall indicate the type of building envelope sealing serivces they can provide

Describe sealing services offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 4 – Concrete: Repair, Sealing and Polishing

Return this Section with your Response only if you are offering these services

Coating, sealing, waterproofing, crack repair, expansion joint repair & grinding.

Pricing – Concrete Repair, Sealing, Polishing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 5 – Doors and Gates: Repairs, Maintenance, New; Access controls

Return this Section with your Response only if you are offering these services

Installation, repair, and maintenance of all types of doors, automatic or security access doors, gates and overhead doors.

Section	Submitting for this Section (yes/no)
Install Doors	
Automatic doors – install and repair	
Automatic gates – install and repair	
Low energy ADA doors	
Overhead doors – install, repairs and routine maintenance	

Pricing – Doors & Gates					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 6 – Electrical – General

Return this Section with your Response only if you are offering these services

Maintain/repair/replace/install electrical wiring, switches, receptacles, fixtures, motors, panel boards, branch circuit breakers/main disconnects & other power control devices, etc., in 110v, 120v, 208v, 220v, 240v, 480v, 2 and 3 phase work as needed. Diagnosis/correct electrical overloads or other unsafe conditions. Test circuits for continuity and proper load balance. Other maintenance/repairs/replacements/installations of equipment of a general nature.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical - General					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 7 – Electrical – Emergency Power

Return this Section with your Response only if you are offering these services

Provide power for onsite emergency situations, power outages, emergency power and connection services. May be portable lighting, back up lighting, generators, etc.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical – Emergency Power					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Equipment Discounts Offered for Lighting assemblies		
	Manufacturer	Discount Offered
		%
		%
		%

Equipment Discounts Offered for Generators		
	Manufacturer	Discount Offered
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 8 - Electrical - High Voltage

Return this Section with your Response only if you are offering these services

Awarded contractor must be able to support extensive communication structures. Contractor shall be able to bend large pipe, install large conductors with A/C and D/C voltages exceeding 480 volts.

Must be fully capable of working in right of way and have traffic control and barricade plan.

Pricing – Electrical (High Voltage)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 9 – Fencing (wooden, new, repair, temporary)

Return this Section with your Response only if you are offering these services

Installation, repair of permanent / temporary fencing needs.
(see Group #19 for Masonry Repairs and Maintenance for block wall)

Pricing – Fencing (wooden, new, repair, temporary)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 10 – Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation / cleaning*. (specifically state which types of flooring you are bidding)

Return this Section with your Response only if you are offering these services

Installs ceramic tile, terrazzo and/or marble using construction industry standards for various applications, i.e. thin set adhesives, cement grout beds, epoxy setting methods, etc. Examine specifications and drawings to determine dimensions of structures, lay out functional components using measuring instruments such as tapes, levels, squares, etc.

Pricing – Tile, Terrazzo and Marble Repairs – including Re-grouting, Wooden floors (including gym) (new/refinish/repair); Carpet, new installation/cleaning (see flooring selection options below)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Types Of Flooring		
	Flooring, new, repair, refinish	Submitting for this type of flooring
	Tile, Marble	
	Terrazzo	
	Wooden	
	Carpet	
	Gym Flooring	

*This cleaning is not intended for daily, weekly custodial cleaning. This is cleaning of job site after new installation, repair, refinish and maintenance of flooring.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 11 – General Carpentry & Repair Work (non-construction)

Return this Section with your Response only if you are offering these services

Removal and replacement of wood and metal doors; removal, replacement, or repair of indoor and outdoor trim and moldings; rough carpentry/framing of partitions with wood/metal studs; detail and finish work; decks and railings, etc. Small office renovations and other building repairs of a general nature. Installation and repair of acoustical ceiling tiles and wall panels.

Pricing – General Carpentry & Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 12 - Glazier

Return this Section with your Response only if you are offering these services

Installation of glass doors, windows and store fronts. Marks outline or pattern on glass and cuts glass using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood or metal sash with glazier's points and spreads smooth putty or sealant around edge of panes to seal joint. Installs mirrors or structural glass on building fronts, wall ceilings or tales using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks or other prefabricated glasses doors or windows. Sets glass doors into frame and fits hinges. May press plastic adhesive film to glass with tinting solution to prevent light glare. May install stained glass, shower panels or doors.

Pricing – Glazier					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 13 – Hauling and Backhoe (skid steer) Services

Return this Section with your Response only if you are offering these services

All hourly rates must include equipment, operator, mileage, mobilization fees, etc.

Jobs under this group are expected to be smaller jobs. For example, movement of sand from one location to another.

Pricing – Hauling and Backhoe (skid steer) Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Specified Services		
Service	Cost	Unit
Backhoe		Hour
Skid Steer		Hour
Mini Excavator		Hour
Screener		Hour
Dump Truck – 0 to 5 CY		Hour
Dump Truck – 6 to 10 CY		Hour
Dump Truck – Over 10 CY		Hour

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 14 – Herbicides and Weed Control

Return this Section with your Response only if you are offering these services

Application of herbicides, to control weed growth, on rights-of-way and/or storm drainage easements. Must apply herbicide per manufacturer's specifications. All herbicide applications shall be inspected by a City representative to determine successfulness of the application. All herbicide applications shall be visually identifiable via spray indicator dye. Contractor shall use a State of Arizona Commercial Licensed Herbicide Applicator. ***A copy of the license must be included with response.*** Contractor shall have on staff a State of Arizona – Registrar of Contractors Qualifying Party. ***A copy of QP license must be submitted with response***

Vegetation Management services shall include clearing and grubbing unwanted vegetation, brush mowing, and stump grinding in City rights-of-way or storm drainage easements. Locations include improved and unimproved rights-of-way, alleys, vacant lots, drainage easements, retentions basins, City streets, City facilities, and various associated areas throughout the City.

Contractor shall provide all equipment, materials, supplies, and personnel necessary to provide landscape maintenance and weed control services. Contractor shall be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. Contractor shall follow all City of Tempe, County, State, Federal, and OSHA rules and regulations pertaining to work being performed.

Pricing – Herbicides and Weed Control					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Herbicide Product Costs		
	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 16 – Job Site Cleanup

Return this Section with your Response only if you are offering these services

This specialty is specific to cleaning services related to unusual situations and is intended to be used only when unusual circumstances exist, general clean up might include clean-up of an area after construction type work, etc.

It is expected that all materials typically utilized in these service categories be included in the hourly cost submitted.

Pricing – Job Site Cleanup					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 17 – Landscape, Irrigation and Drip System Maintenance and Repairs

Return this Section with your Response only if you are offering these services

Pricing – Landscape, Irrigation and Drip System Maintenance and repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 18 – Lighting Installation

Return this Section with your Response only if you are offering these services

Installation of City provided lighting fixtures. Pricing is to include labor and, if required, bucket truck.

This work will primarily be for the replacement of street-light assemblies. This category may also provide for the installation of interior building lighting fixtures. The City will provide the lighting fixtures.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Light Installation					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime, weekends, holidays, etc	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 19 – Masonry - Repairs and Maintenance (including Block Wall)

Return this Section with your Response only if you are offering these services

Repair and finishing of all vertical block, bricks, stucco work used in buildings. Includes block fencing that borders alleys. Includes pavers. Includes painting, mortar and texturing.

Pricing – Masonry- Repairs and Maintenance (including Block Wall)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 20 – Metal/Plastic Fabrication Services

Return this Section with your Response only if you are offering these services

Fabrication may be based on drawings, duplication of a provide assembly, or from on-site measurements made by submitting firm.

Category	Submitting For this Category	Description of Services Offered
Metal Fabrication		
Plastic Fabrication		

Pricing – Metal/Plastic Fabrication Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 21 – Painting, Coatings, Wall covering & Repair

Return this Section with your Response only if you are offering these services

Patching, priming and painting of interior and exterior walls/trims/and metalwork, etc. Removal of old paint, rust removal via sanding, wire-brushing, etc. Repair/replacement of vinyl cove base. Wall preparation for wallcovering. Removal of existing wallcovering. Patch & size wall, if necessary. Install new wallcovering.

Pricing – Painting/Wallcovering & Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 22 - Plumbing

Return this Section with your Response only if you are offering these services

Installation, alteration and repair of all piping, fixtures and appliances related to water supply, venting and sanitary drainage systems. Repair plumbing leaks in toilets, sinks, and piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, etc.

Sewer and drain clean out, grease trap pumping and maintenance, interceptor pumping, septic tank pumping sewer line maintenance, lift station clean out, toilet and urinal cleanout and repair, root treatment, line jetting,

Pricing – Plumbing					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime/Weekends	$	$	$	$	$
Holidays	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 23 – Pressure Washing - Exterior

Return this Section with your Response only if you are offering these services

Pressure washing may include street, sidewalk, exterior building facades, garbage enclosures, etc.

Pricing – Pressure Washing - Exterior					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekend Hours	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 24 – Restoration / Rehabilitation of Historic Buildings or Structures

Return this Section with your Response only if you are offering these services

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Pricing – Restoration / Rehabilitation of Historic Buildings or Structures					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 25 – Rodent Control (mice, roof rats, sewer rats)

Return this Section with your Response only if you are offering these services

Pricing – Rodent Control (mice, roof rats, sewer rats)					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekends/Overtime	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Pricing & Specifications

Group 26 – Roofing Repair Work

Return this Section with your Response only if you are offering these services

Repair and finishing of tiles, composition, rolled, built-up and membrane systems. To include underlayment and support repairs. Maximum response time of 24 hours required.

Additionally, pricing is being requested for analysis of roofing problems to determine cause of leak and extend of repairs.

Pricing – Roofing Repair Work					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Overtime Rate	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Roofing Analysis	**Cost**	**Unit**
Thermal Testing	$	
Testing for Leaks	$	
Other available services for analysis		
	$	
	$	
	$	
	$	
	$	
	$	

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 27 – Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)

Return this Section with your Response only if you are offering these services

Repairs include small engine items like weed eater, chainsaws, lawnmowers, leaf blowers (electrical and gas)

Pricing – Small Engine / Tool Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service	Cost	Unit

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair

Return this Section with your Response only if you are offering these services

The City of Tempe, coupled with The City of Mesa are seeking contractors to inspect, maintain, and repair existing City-owned solar panel systems.

City of Tempe Systems

- **Fire Station 7 – 8607 S. McClintock - Date installed: 12/1/2019**
  - Solar carport, behind fire station; fixed mount
  - 21.46 kW DC
  - Panels are Solarworld SWA 295; 233.6 Watt modules (48)
  - Inverter is Fronius Symo
- **East Valley Bus & Operations Maintenance Facility (EVBOM) – 2050 W Rio Salado Parkway – Date installed: 2/1/2013**
  - Solar structure/roof above EVBOM guard shack
  - 13 kW DC
  - Kyocera 245W panels
  - Inverter type unknown
- **Tempe Beach Park – 80 W. Rio Salado Parkway - Date installed: 4/1/2011**
  - Solar structure/ ramada over picnic area, next to baseball field
  - 10kW DC
  - Microinverters are attached to solar panels; solar panels & microinverter types unknown
  - system is currently not working

City of Mesa Systems

- **7808 E. Brown Rd. Date installed: 6/14/2011**
  - Solfocus was originally designed as a site to test cutting-edge photovoltaic technologies. There are six tracking arrays and four static arrays outfitted with Solfocus 850 W/m2 DNI, 20°C Ambient, on-sun panels that total **60 kW**. The arrays are ground-mounted in a field adjacent to Red Mountain Softball Complex.
- **Fire Station 219 – 3361 S. Signal Butte Rd. Date installed: 5/30/2012**
  - Fire Station 219's roof-mounted array is the smallest in the City - **5 kW**. The system is currently not producing kWh and will require repair and ongoing maintenance.
- **Fire Station 220 – 32 S. 58th St. Date installed: 10/1/2012**
  - Fire Station 220's has a roof-mounted **20 kW** array and has been the City's most reliable system since its installation in 2013. The system currently only requires preventative maintenance.
- **Household Hazardous Materials Facility – 2412 N. Center St. Date installed: 9/1/2018**
  - The Household Hazardous Materials Facility is roof-mounted **18.2 kW** array and is the City's most recent installation. The system currently only requires preventative maintenance.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 28 – **Solar Panel Systems - Inspection, Maintenance and Repair *(continued)***

Return this Section with your Response only if you are offering these services

Pricing – Labor hour – Solar Panel Systems - Inspection / Maintenance and Repair					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure to include inspection of solar system if capable of pricing on flat rate per system.	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Please State the Recommended Inspection Frequency (monthly, quarterly, semi-annually, etc)	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 29 – Storage / Temporary Storage Units

Return this Section with your Response only if you are offering these services

Temporary storage units delivered to City property. All temporary storage units must have ability to be locked and secured. Some leveling of the unit may be required as needed.

Offsite commercial storage facilities may be considered.

Pricing – Labor Rate (pick up – delivery) temporary units					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Sizes and Cost of delivered temporary storage unit				
Indicate size (L x W x H)	Daily Cost	Weekly Cost	Monthly Cost	Purchase Cost
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

Sizes and Cost of offsite commercial storage unit		
Indicate size (L x W x H)	Monthly Cost	Location
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 30 – Water Remediation and Repairs

Return this Section with your Response only if you are offering these services

This group provides for clean-up from water damage. Some of the requested services are to include:

24-hour emergency response
Water extraction
Water dehumidification
Deodorization
Removal of debris

Pricing – Water Remediation and Repairs					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Weekend/Overtime	$	$	$	$	$
Holidays	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Mobilization	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 31 – Welding & Fabricating

Return this Section with your Response only if you are offering these services

The performance of welding techniques by the use of processes common to the industry, including general on-site job layout, cutting, and assembly.

Pricing – Welding & Fabricating					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 32 – Window Cleaning Services

Return this Section with your Response only if you are offering these services

Interior and exterior window cleaning services. Will include multi story buildings.

Pricing – Window Cleaning Services					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 33 – Window Tinting (Exterior / Interior) and Exterior Window Coverings

Return this Section with your Response only if you are offering these services

Installation, repair and supply of all light/heat control tinting and coverings.
The City goals are:

- Filter, diffuse or block light
- Reduce solar heat gain
- Reduce glare
- Filter or block UV rays (specify what percent of blockage)
- Block solar energy
- Increase energy efficiency

Pricing – Window Tinting (Exterior / Interior) and Exterior Window Coverings					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Group 34 – Window Treatments (Interior) Covering and Room Dividers, Blinds

Return this Section with your Response only if you are offering these services

Installation, repair and supply of interior window treatments and dividers.

This category may include interior window tinting, blinds, drapes, etc.

Pricing – Window Treatments (Interior) Covering and Room Dividers, Blinds					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	$	$	$	$	$
Markup on direct cost of parts and materials			%		

Available Products

List all manufacturers for which you offer products and available discount – list all manufacturers even if no discount is offered.

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

"Return this Section with your Response"

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Loredo-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Vacant	General AP Inquiries and AP Checks

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	**Some suppliers provided more pricing on services and additional categories than what we asked for – what do we put on contract? Evaluation committee discussion** Provide contact information below
4	Can you provide services to the City 24-hour per day?	**Noted on spreadsheet**
a	If so, provide your 24-hour phone number.	
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	Do we want an office admin to call and validate these licenses (are they in good standing, not just active?)
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	Charlie – we need someone from the City that knows historic buildings to participate on this category
7	Do you intend to utilize sub-contractors?	**Noted on spreadsheet**
a	If yes, provide name and contract information to right	
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	
a	What warranty will you provide?	
9	Do you agree to the Terms and Conditions of this RFP?	**Noted on spreadsheet**
a	If No, explain to right	
10	List three (3) governmental or corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed	Provide Reference Information Below
11	Describe the experience your firm has in providing the trade service groups being offered.	
12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Proposal Questionnaire

"Return this Section with your Response"

13	Discuss your methodology in maintaining a safe work environment.	
14	Describe your quality control process.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	**Weight**	**X**	**Rating**	**=**	**Points**
1.	Cost (labor, Parts, Discounts, Other)	30	X	_____	=	_____
2.	Firm (Qualifications, Experience, Licensing, References, etc.)	35	X	_____	=	_____
3.	General (Warranty offered, satisfactory billing statement, E-Mod factors)	25	X	_____	=	_____
4.	Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions)	10	X	_____	=	_____
				Total	**=**	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	9 - 10
Good	6 - 8
Average	3 - 5
Poor	1 - 2
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?	Yes	☐	No	☐
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	☐	No	☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offer | Date

_____ _____

Print or Type Name of Authorized Individual | Title of Authorized Individual

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Anti-Discrimination Policy

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:
https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Specification – List of Trade Services Groups and ROC Numbers	
5.	Copies of ROC's	
6.	Pricing and Specifications Section	
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	
9.	Signed Addenda (if applicable)	
10.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://ww2.tempe.gov/bids/

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	September 8, 2021
This addendum will modify and/or clarify:	Solicitation No.:	RFP 22-001
and is	Addendum No.:	#1
	Procurement Description:	Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment A – Existing Solar Systems & Locations



Existing PV Systems.xlsx

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment B – Individual System Information
Condition Assessments

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.

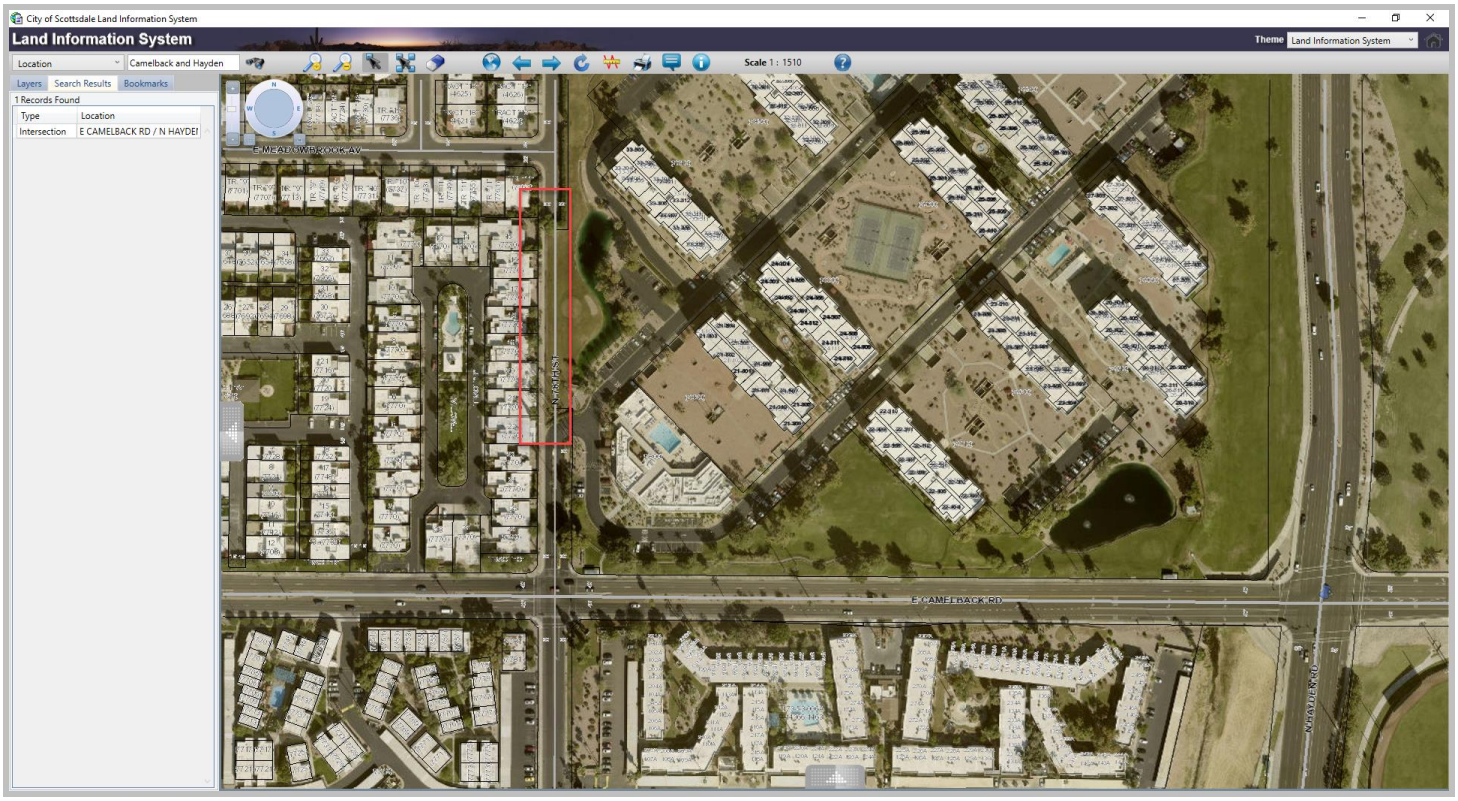
Airport Busniness Center.pdf
McCormick Railroad Park.pdf
Lost Dog Wash Park Restrooms.pdf
Gateway Trailhead Maintenance Buildir
Fire Station 608.pdf
Fire Station 602.pdf
Fire Station 601.pdf
Cavalliere Park.pdf
Browns Ranch Trailhead.pdf
Appaloosa Library.pdf
Westworld Restrooms.pdf
Tom's Thumb Trailhead.pdf

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work		
Inspection Items		
	Service Name	Service Description
	Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
	Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
	Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
	Grounding inspection	Inspect grounding
	Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
	Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
	Module torque inspection	PV module visual inspection and spot torque check
	Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
	Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
	Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
	DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
	Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
	AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
	Protection device inspection	Exercise operation of all protection devices.
	Switchgear inspection	Switchgear inspection
	Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
	Racking torque inspection	Inspect racking and spot check for torque specification
	Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
	Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
	Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
	Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service		
	Combiner box torque check	Spot check connections for torque specification
	Clean/replace air filters	Inspect air filters, clean or replace as necessary
	Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
	Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
	AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
	Weather sensor inspection	Verify accuracy of weather sensors and meters
	Check/replace dessicant	Check dessicant and replace if necessary
Testing		
	Module electrical connection testing	PV module electrical connection check
	Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
	IV-curve testing	Conduct an IV curve traces (specify % of strings)
	Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

	Ground fault tests	Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
	Site Photos	Take 3-5 nice pictures of the array for the cover photo of the report

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	09/29/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#2
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	10/05/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#3
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

_____	_____
Name of Company	By – Name and Title (Please Print)
_____	_____
Email Address	Telephone
_____	_____
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: B2B Direct Sales, Inc. dba The HVAC Company

Company Purchase Order Mailing Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Contact Person: James Hoover Phone Number: 480-687-8081

E-mail Address: james@thehvaccompany.net Cell Number: 602-565-0518

Remit to Information

Company Name (as it appears on invoice): The HVAC Company

Company Payment Remit to Address:

Street Address: 3120 W Carefree Hwy, Ste 1817

City, State, Zip: Phoenix, AZ 85086

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

The HVAC Company is based in Tempe. It appears a Tempe TPT is not required for service companies, however, we would certainly obtain it if required by the City of Tempe.

Payment Options

Will your company accept the City's Master Card for payment?	Yes	X	No	
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	X	No	

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer	September 28, 2021
	Date
James Hoover	President
Print or Type Name of Authorized Individual	Title of Authorized Individual

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	1750 S Los Feliz Drive, Ste 111 Tempe, AZ 85281
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	See Exhibit A | Pg 64-2
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below
		James Hoover; 480-687-8081; 602-565-0518; james@thehvaccompany.net
		Donnie Craft; 480-687-8081; 480-594-1877; jimmy@thehvaccompany.net
4	Can you provide services to the City 24-hour per day?	Yes - currently operate 24/7/365
	a | If so, provide your 24-hour phone number.	480-687-8081
5	Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.	See Exhibit A | Pg 64-5
6	If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.	N/A
7	Do you intend to utilize sub-contractors?	No, we self-perform all HVAC service work including Controls.
	a | If yes, provide name and contract information to right	N/A
8	Will you comply with or exceed the two-year warranty provision as requested by the City?	Yes
	a | What warranty will you provide?	2-Year
9	Do you agree to the Terms and Conditions of this RFP?	Yes
	a | If No, explain to right	N/A
10	List three (3) governmental or corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed	Provide Reference Information Below
		ASU | Steven Palombo | 623-688-7209 | HVAC equipment repair & replacement
		CBRE | Corey Thissell | 623-687-1028 | HVAC equipment PM, repair & replacement
		The Salvation Army | Maj Darren Stratton | 530-592-9006 | HVAC equipment PM, repair & replacement
11	Describe the experience your firm has in providing the trade service groups being offered.	See Exhibit A | Pg 64-11

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Proposal Questionnaire

"Return this Section with your Response"

12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	2020: 1.00 E-Mod | 2021: 1.00 E-Mod
13	Discuss your methodology in maintaining a safe work environment.	Exhibit A | Pg 65-13
14	Describe your quality control process.	Exhibit A | Pg 65-14

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

1750 S Los Feliz Drive, Suite 111
Tempe, AZ 85281
(480) 687-8081

EXHIBIT A

City of Tempe

RFP# 22-001 | Trade Services – Response

Pg 64-2: **Company History**

The HVAC Company is a "DBA" under B2B Direct Sales, Inc. which is a local, Arizona S-Corp based in Tempe and started in October of 2012. The company operated as a sales consultancy developing new business for a few select HVAC and General contractors in Arizona.

In June of 2020, The HVAC Company was created and licensed (CR-39) as a Commercial HVAC Service Contractor, led by (3) key management-owners:

James Hoover – Sales & Accounting/Finance

Tim Mishler – Operations | Project Management | Qualifying Party

Jimmy "Donnie" Craft – Operations | Service Management & Controls

The HVAC Company operates as a true commercial HVAC service contractor supporting 24/7 repair, PM services and equipment replacement/retrofit projects including controls. We are 100% committed to commercial HVAC service and controls – NO construction, residential or other trades. Commercial HVAC service only.

Current Staffing Capacity & Strategy

We started in June 2020 with Tim Mishler and (1) F250 service truck; as of September 2021 we operate a fleet of (11) F250s with a strategically qualified and diverse team of technicians built to provide commercial HVAC service only – 24/7 repair, PM service and equipment replacement/retrofit.

Within 6 months we put in place full benefits including comprehensive health insurance, training and PTO that exceeds the state and federal guidelines. Our technicians drive new F250's, are paid weekly at or above their respective scale and operate successfully in a team environment supported by highly experienced, owner-management. Our technicians are expected to complete their projects, repairs, and maintenance with minimal supervision, carry an emphasis on safety and provide clean, timely reports and required documentation. All of these workplace attributes creates a highly desired opportunity for quality service technicians working in Arizona.

Talent acquisition is not a problem for us - we have qualified service technicians coming to The HVAC Company for a stable and better workplace. Current service team includes:

(7) Field Technicians

(2) Field Supervisors

(1) Dispatcher/Office Management

(2) Field & Operations Management-Owners

(1) Sales & Accounting/Finance Management-Owner

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

EXHIBIT A
City of Tempe
RFP# 22-001 | Trade Services – Response

Pg 64-11: **Experience Providing Commercial HVAC Services**

James Hoover – Sales & Accounting/Finance Management-Owner

- 9 Years leading business development for two Arizona commercial HVAC contractors.
- Personally sold and managed over $35MM in commercial projects, repairs and PM work with all brands and types of HVAC equipment – roof top, chiller systems, air distribution and central plants.
- Acquired and managed public contracts with City of Goodyear, City of Phoenix, ASU and other public entities.

Tim Mishler – Operations | Project Management-Owner

- 23 years in the HVAC industry with customers in the Government, Education, Healthcare, Retail, Telecommunications, Manufacturing, Hospitality, Housing, Food Preparation, and other sectors.
- 14 years supervising service and project teams in the Phoenix Metro area performing work across the entire state of Arizona including Tucson as well as the Las Vegas / Henderson area.
- Extensive experience servicing and installing DX, chilled water, and low temp equipment, as well as critical environment, process, and manufacturing equipment.

Jimmy "Donnie" Craft – Operations /Controls| Service Management -Owner

- 30 years in the HVAC industry including 20+ years working for major manufacturers. Experience in applied mechanical, unitary and controls. Experience in industries such as, oil, hospital, municipality and education.
- Involved in multiple startup operations from small service operations to multi-million dollar cold-start operations.
- Adjunct instructor and advisory board member for the HVACV program at Maricopa Community College.

Some of our HVAC team service and experience highlights:

- We receive constant and numerous compliments from our clients regarding our professional staff and quality workmanship.
- Our largest building under HVAC management is approx. 1 million square feet with (43) rooftop AC units, (83) large UMP coolers and (44) exhaust fans inspected and serviced quarterly.
- We currently service over (45) PM contracts covering chiller plants, fluid cooler systems and all types of unitary/rooftop HVAC equipment.
- The HVAC Company is the preferred/only controls sub-contractor for Carrier/Sigler in Arizona providing startup and controls troubleshooting services.
- Our HVAC service experience is grounded in a few key industry sectors:
    - **Property Management** – CBRE, Cushman & Wakefield, JLL, Kidder Mathews, Optima Sonoran (high-end, mid-rise mixed use) in downtown Scottsdale and more.
    - **Corporate** – Google/Waymo, Hilton, Regal Cinemas, Medical plazas and more.
    - **Government** – City of Goodyear, City of Phoenix, ASU (Tempe, Polytech & West), Maricopa Community College District and more.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

EXHIBIT A
City of Tempe
RFP# 22-001 | Trade Services – Response

Pg 65-13: **Maintaining a Safe Work Environment**

The HVAC Companies methodology in maintaining a safe work environment is safety first. We have monthly safety meetings with topics ranging from fall prevention to confined space. Safety is a culture within The HVAC Company. Each employee of the company can stop work on any project and has the backing of all owners and management in doing so. We strive to offer the safest place to work and put our clients' and employees' safety above all else.

Pg 65-14: **Quality Control Process**

The HVAC Company quality control process includes following the systems and procedures in place, as outlined below, to support our goal of total customer satisfaction and continuous improvement throughout our business operations:

- regular gathering and monitoring of customer feedback.
- a customer complaints procedure.
- selection and performance monitoring of suppliers against set criteria.
- training and development for our employees.
- regular audit of our internal processes.
- measurable quality objectives which reflect our business goals.
- management reviews of audit results, customer feedback and complaints.

Specifications

"Return this Section with your Response"

Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an **X** in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install	X	329140 / CR-39
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Specifications

"Return this Section with your Response"

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

Pricing

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will **not** pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

Submission of Offer

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

STATE OF ARIZONA

License No. **ROC** 329140

Office of the Registrar of Contractors

This is to certify that:

B2B DIRECT SALES, INC.

DBA (if any)

The HVAC Company

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

CR-39 Air Conditioning and Refrigeration

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on June 3, 2020

Arizona Registrar of Contractors • 1931 •

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	$ 74.00	$ 62.00	$	$	$
Markup on direct cost of parts and materials			25 %		

Parts Discounts Offered		
	Manufacturer	Discount Offered
		%
		%
		%
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	$	
	$	
	$	
	$	
	$	
	$	

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Pricing & Specifications

"Return this Section with your Response"

* Applicable Tax __X__ % [X - The applicable tax rate will depend on the job location and the date executed.]

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of n/a % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Loredo-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Vacant	General AP Inquiries and AP Checks

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

X Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Anti-Discrimination Policy

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

X I hereby certify The HVAC Company (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: September 27, 2021
Signature

James Hoover _____ President _____
Print Name Title

The HVAC Company
Company

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	September 8, 2021
This addendum will modify and/or clarify:	Solicitation No.:	RFP 22-001
and is	Addendum No.:	#1
	Procurement Description:	Trade Services

The Proposal Due Date and Opening Time remain unchanged at **Septemeber 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED

1. Rooftop PV systems

The City owns thirteen solar PV systems located on thirteen separate City buildings.

Fire Station 601
Airport Business Center
WestWorld Restrooms 7
Lost Dog Wash Park Restroom
Fire Station 602
Gateway Trailhead Maintenance
McCormick Railroad Park Model Train Bdg.
Fire Station 608
Doc Cavaliere Park Restroom
Thunderbird Park and Ride
Tom's Thumb Trailhead
Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

2. Solar Street Lighting

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

B. SCOPE OF WORK

1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

2. On-Going Work

2.1 Annual inspections of PV and/or solar thermal systems:

PV systems –

Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90' bends
- Check specific gravity of glycol (if applicable)

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-0518
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment A – Existing Solar Systems & Locations



Existing PV Systems.xlsx

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment B – Individual System Information
Condition Assessments

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.

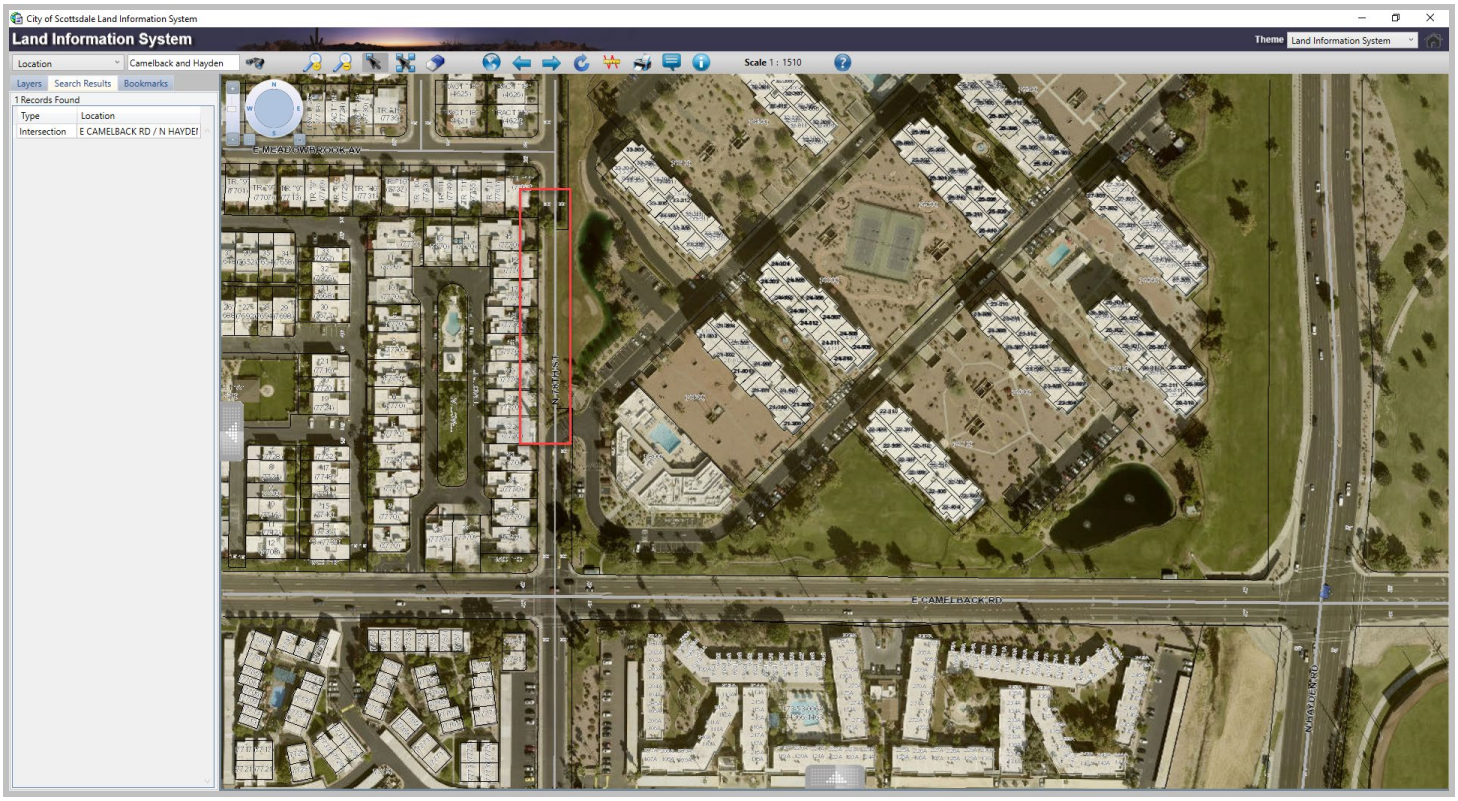
Airport Busniness Center.pdf
McCormick Railroad Park.pdf
Lost Dog Wash Park Restrooms.pdf
Gateway Trailhead Maintenance Buildir
Fire Station 608.pdf
Fire Station 602.pdf
Fire Station 601.pdf
Cavalliere Park.pdf
Browns Ranch Trailhead.pdf
Appaloosa Library.pdf
Westworld Restrooms.pdf
Tom's Thumb Trailhead.pdf

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th Street Installation Location



Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

City of Scottsdale Attachment D – Sample Inspection Checklist

Standard Scope Of Work		
Inspection Items		
	Service Name	Service Description
	Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
	Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
	Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
	Grounding inspection	Inspect grounding
	Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
	Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
	Module torque inspection	PV module visual inspection and spot torque check
	Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
	Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
	Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
	DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
	Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
	AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
	Protection device inspection	Exercise operation of all protection devices.
	Switchgear inspection	Switchgear inspection
	Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
	Racking torque inspection	Inspect racking and spot check for torque specification
	Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
	Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
	Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
	Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
Service		
	Combiner box torque check	Spot check connections for torque specification
	Clean/replace air filters	Inspect air filters, clean or replace as necessary
	Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
	Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
	AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
	Weather sensor inspection	Verify accuracy of weather sensors and meters
	Check/replace dessicant	Check dessicant and replace if necessary
Testing		
	Module electrical connection testing	PV module electrical connection check
	Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
	IV-curve testing	Conduct an IV curve traces (specify % of strings)
	Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

	Ground fault tests	Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.
	Site Photos	Take 3-5 nice pictures of the array for the cover photo of the report

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	09/29/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#2
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 5, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-05618
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

	Issue Date:	10/05/2021
This addendum will modify and/or clarify:	Solicitation No.:	22-001
and is	Addendum No.:	#3
	Procurement Description:	Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m**. (Local Arizona Time).

Please ensure that you sign and submit this addendum by the solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

B2B Direct Sales, Inc. dba The HVAC Company	James Hoover | President
Name of Company	By – Name and Title (Please Print)
james@thehvaccompany.net	602-565-0518
Email Address	Telephone
Tempe, AZ 85281	
City State Zip	Authorized Signature

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	We follow the EPA guidelines around sustainability as close as possible and believe in leaving job sites in a better position to meet Federal and local sustainability measures. https://www.epa.gov/greeningepa/federal-sustainability-requirements-and-guidelines
2.	What is your company doing to be more energy efficient?	We recommend and supply the most energy efficient equipment and material available in the market as well as seek out energy conservation alternatives for our office such as lighting sensors and programmable thermostats.
3.	What is your company doing to reduce greenhouse gas emissions?	We work to help limit green house gases through employee and client awareness and education. EV service trucks will be under consideration once they become practical and readily available.
4.	What is your company doing to reduce waste transferred to landfills?	We employ aggressive recycle and reuse practices where possible at our company offices as well as in the field.
5.	What is your company doing to reduce water waste?	We have installed a variety of water saving devices for current and past clients and offer solutions to reduce water use where applicable as well as strategies for our office such as low water use toilet flush.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	Where possible, we seek out and use biodegradeable / earth-friendly products in the field such as Rydlyme for cleaning water-source HVAC equipment as well as using environmentally safe products at our office.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Given the diversity, size and number of suppliers, we are really only successful in requesting certain sustainability practices such as reduced shipping materials and environmentally friendly packaging.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Not yet.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Supplier Sustainability Questionnaire

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	We follow the ASHRAE standards for all HVAC equipment and help advise clients based on actual experience in the field.
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Yes,much of the HVAC equipment can be and is actively recycled to extent possible upon removal.
3.	Does the product being offered include any recycled materials? If yes, please explain.	This is difficult to answer or quantify for equipment as we deal mostly with newly manufactured. Refrigerant and remanufactured parts would be good examples.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	We use direct shipping and request environmentally friendly packaging where possible.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	We request environmentally friendly packaging where possible and practical.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	With HVAC, certification is handled at the facility level on a building-wide basis and HVAC is only one aspect. Some of the products we provide have a variety of ratings assigned by 3rd parties evaluating our suppliers' products.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	We strive to do our part and offer or suggest the most energy efficient and environmentally friendly products applicable.

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:
https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

REQUEST FOR PROPOSAL

RFP# 22-001

TRADE SERVICES

RFP ISSUE DATE:

AUGUST 18, 2021

ERIC KRAENZLE, C.P.M.

EMAIL: eric_kraenzle@tempe.gov

PHONE: 480-350-8548

Bids@tempe.gov

Response By:

James Hoover
President
The HVAC Company
1750 S Los Feliz Drive, Ste 111
Tempe, AZ 85281

Office: (480) 687-8081
Direct: (602) 565-0518
james@thehvaccompany.net
www.thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

	Description	Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	✓
3.	Proposal Questionnaire Exhibit A - Included	✓
4.	Specification – List of Trade Services Groups and ROC Numbers	✓
5.	Copies of ROC's CR-39	✓
6.	Pricing and Specifications Section	✓
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	✓
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	N/A
9.	Signed Addenda (if applicable) Addendum #1 & #2 & #3	✓
10.	Supplier Sustainability Questionnaire	✓

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://ww2.tempe.gov/bids/

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Contract Modification Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T22-001-29
Description: Trade Services

Issue Date: 04/06/2023

99790
B2B Direct Sales, Inc. dba The HVAC Company
James Hoover
3120 W. Carefree Hwy, Ste 1817
Phoenix, AZ 85086
Office: 480-687-8081
Mobile: 602-565-0518
Email: james@thehvaccompany.net

Effective Date
Beginning: 04/06/2023

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:
Price Increase Journeyman hourly rate was $74.00 / hour

Item	Description	Cost
01	Journeyman Weekdays-Strait Time	$ 85.00 / hour
Note	Markup on direct costs of parts and materials remains 25%	

Contractor Modification Acceptance
To Be Completed and Signed by Contractor

Printed Name of Person Signing: James Hoover, President
Phone Number: 602-565-0518
Email Address: james@thehvaccompany.net
Signature:

City of Tempe Contract Modification Acceptance

Eric Kraenzle
Eric Kraenzle (Apr 6, 2023 16:04 PDT)
Eric Kraenzle, C.P.M. Date
Procurement Officer

Michael Greene
Michael Greene (Apr 6, 2023 16:06 PDT)
Michael Greene, C.P.M., CPPO Date
Procurement Administrator

T22-001-79 Contract Modification_04-06-23

Final Audit Report 2023-04-06

Created:	2023-04-06
By:	Eric Kraenzle (erickr@tempe.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Y40x5zyc_y-FTymil7rMQPM2H8aWJ9D

"T22-001-79 Contract Modification_04-06-23" History

Document created by Eric Kraenzle (erickr@tempe.gov)
2023-04-06 - 11:03:36 PM GMT- IP address: 164.50.248.102

Document emailed to eric_kraenzle@tempe.gov for signature
2023-04-06 - 11:04:09 PM GMT

Email viewed by eric_kraenzle@tempe.gov
2023-04-06 - 11:04:11 PM GMT- IP address: 52.206.70.14

Signer eric_kraenzle@tempe.gov entered name at signing as Eric Kraenzle
2023-04-06 - 11:04:43 PM GMT- IP address: 164.50.248.102

Document e-signed by Eric Kraenzle (eric_kraenzle@tempe.gov)
Signature Date: 2023-04-06 - 11:04:45 PM GMT - Time Source: server- IP address: 164.50.248.102

Document emailed to michael_greene@tempe.gov for signature
2023-04-06 - 11:04:46 PM GMT

Email viewed by michael_greene@tempe.gov
2023-04-06 - 11:04:49 PM GMT- IP address: 52.206.70.14

Signer michael_greene@tempe.gov entered name at signing as Michael Greene
2023-04-06 - 11:06:17 PM GMT- IP address: 164.50.248.107

Document e-signed by Michael Greene (michael_greene@tempe.gov)
Signature Date: 2023-04-06 - 11:06:19 PM GMT - Time Source: server- IP address: 164.50.248.107

Agreement completed.
2023-04-06 - 11:06:19 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/13/2022
Agenda Item: 7A1

ACTION: Award three-year contracts with one, three-year renewal option to 55 qualified trades contractors to provide building repair and maintenance services.

FISCAL IMPACT: The total cost of these contracts will not exceed $8,500,000 during the three-year term. Sufficient funds have been appropriated in General Fund Cost Center 1871 (Facilities Services) and various Capital Improvement Program Projects, for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Award the contracts.

BACKGROUND INFORMATION: (RFP 22-001) The City issued a Request for Proposal (RFP) to establish contracts with qualified contractors to provide repair and maintenance services related to the upkeep of City facilities. Any work under these contracts will be overseen by the Facilities Maintenance Division of the Financial Services Department.

The services covered by these contracts are for the routine repair and maintenance of structures and buildings and are not intended for the performance of construction services. These contracts will cover 30 different trade services as outlined below:

Trade Service Categories

Bird Control	Landscape, Irrigation and Drip System Maintenance
Building Envelope Sealing	Light Installation; Emergency Lighting
Concrete, concrete repair, Concrete Sealing and polishing	Masonry, masonry repair, Maintenance (block wall repair)
Doors and Gates repairs, maintenance, new; access controls	Painting, Coatings, Wall coverings & Repair
Electrical (general, light - medium duty, lighting installs)	Plumbing
Electrical - Emergency Power	Pressure washing: exterior
Electrical - High Voltage	Restoration/Rehabilitations of Historic Buildings or Structures
Fencing (wooden, chain link) new and repair	Rodent control, roof rats, sewer rats
Flooring, repair & new: carpet, title, marble, wood, terrazzo	Roofing Repairs
General Carpentry	Solar Panel Inspection, Maintenance, Repair
Glazier	Water Remediation
Hauling and Backhoe Services	Welding & Fabricating
Herbicides and weed control	Window Cleaning
HVAC; maintenance and repair, new	Window Tinting and Exterior Window Coverings
Job Site Cleanup	Window Treatments and Room Dividers

Evaluation Process

Over 1,000 firms were notified of this opportunity including advertisement in the *Arizona Capitol Times*. A total of 66 firms submitted offers. The committee, comprised of Facilities Maintenance and Procurement staff, reviewed the proposals based on the following award criteria:

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

	Award Criteria	Weight
1.	Cost (labor, Parts, Discounts, Other)	30
2.	Firm (Qualifications, Experience, Licensing, References, etc.)	35
3.	General (Warranty offered, satisfactory billing statement, E-Mod factors)	25
4.	Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions)	10

Results of Scoring

The committee reviewed the submittals and determined how many suppliers were needed for each trade category. Based on current supply chain concerns, the committee is requesting that additional suppliers be included for those trade categories that may be impacted on parts availability, delivery lead time, or labor shortages, etc. Suppliers offered pricing based on percentage mark up on materials and hourly rates for key positions including Helper, Journeyman, and Supervisor (including overtime, weekend, and holiday rates). Some trade categories required suppliers to provide hourly rates for the rental of specific equipment and vehicles. In addition to the price portion, suppliers were asked if they could support 24-hour service response. Based on a comprehensive review, recommendations for awards are as follows:

Bird Control	**Landscape, Irrigation and Drip System Maintenance**
Southwest Avian Solutions; Invader Pest Management; SFM Construction & Painting	Best Sons Construction, LLC; ELS Construction, Inc.
Building Envelope Sealing	**Light Installation; Emergency Lighting**
SFM Construction & Painting	Spectra Electrical Services; EJF Electric, LLC; Hernandez Companies; Diamond Ridge Development; Fluoresco Services, LLC; DECA Southwest; First Onsite Property Restoration; SFM Construction & Painting; PLG, LLC
Concrete, concrete repair, Concrete Sealing and polishing	**Masonry, masonry repair, Maintenance (block wall repair)**
Clouse Legacy; ELS Construction, Inc.; SFM Construction & Painting	Natural State Landscaping, LLC; Best Sons Construction, LLC; First Onsite Property Restoration; SFM Construction & Painting
Doors and Gates repairs, maintenance, new; access controls	**Painting, Coatings, Wall coverings & Repair**
DH Pace Company, First Onsite Property Restoration	Crout and Heller Painting Services, Inc; Summit Restoration; A&H Painting, Inc.; Fabiani Painting & Decorating, LLC; Hernandez Companies; DelFavero Decorating Service, LLC; Diamond Ridge Development; First Onsite Property Restoration; SFM Construction & Painting
Electrical (general, light - medium duty, lighting installs)	**Plumbing**
Armstrong Service Electric, LLC; Spectra Electrical Services; Hernandez Companies; Midstate Energy; DECA Southwest; SFM Construction & Painting; PLG, LLC	Hernandez Companies; Midstate Mechanical, Inc.; Pueblo Mechanical & Controls, LLC; Midstate Energy; First Onsite Property Restoration; SFM Construction & Painting
Electrical - Emergency Power	**Pressure washing: exterior**
Armstrong Service Electric, LLC; Spectra Electrical Services; TDIndustries, Inc.; SFM Construction & Painting	Fabiani Painting & Decorating, LLC; Viking Building Services, LLC; DelFavero Decorating Service, LLC
Electrical - High Voltage	**Restoration/Rehabilitations of Historic Buildings or Structures**
SFM Construction & Painting	Kowalski Construction, Inc.; Chasse Building Team, Inc.; First Onsite Property Restoration; Builders Guild, Inc.; SFM Construction & Painting
Fencing (wooden, chain link) new and repair	**Rodent control, roof rats, sewer rats**
Diamond Ridge Development, First Onsite Property Restoration, SFM Construction & Painting	Invader Pest Management

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Flooring, repair & new: carpet, title, marble, wood, terrazzo	**Roofing Repairs**
Diversified Flooring Services; Norcon Industries, Inc.; First Onsite Property Restoration; SFM Construction & Painting	Progressive Roofing, Star Roofing, SFM Construction & Painting, Flynn BEC LP
General Carpentry	**Solar Panel Inspection, Maintenance, Repair**
GTI Contractors; SDB Contracting Services; Hernandez Companies; Diamond Ridge Development; Chasse Building Team, Inc.; First Onsite Property Restoration; Builders Guild, Inc.; SFM Construction & Painting	Armstrong Service Electric, LLC; Sun Valley Solar Solution
Glazier	**Water Remediation**
True View Windows and Glass, LLC; Norcon Industries, Inc.; SFM Construction & Painting	Summit Restoration and Construction; Kowalski Construction, Inc.; East Valley Disaster Services; First Onsite Property Restoration; SFM Construction & Painting
Hauling and Backhoe Services	**Welding & Fabricating**
Natural State Landscaping, LLC; SDB Contracting Services; Diamond Ridge Development; SFM Construction & Painting	SDB Contracting Services, Midstate Energy, SFM Construction & Painting
Herbicides and weed control	**Window Cleaning**
West Coast Arborists, Inc.; Invader Pest Management	Squeegee Squad, SFM Construction & Painting
HVAC; Maintenance and Repair, New	**Window Tinting and Exterior Window Coverings**
365 Mechanical, LLC; Crawford Mechanical Services; Hernandez Companies; Midstate Mechanical, Inc.; Tolin Mechanical Systems; P.M. Plumbing & Mechanical, Inc.; Pueblo Mechanical & Controls, LLC; Trane Technologies; The HVAC Company; Midstate Energy; First Onsite Property Restoration; TDIndustries, Inc.; SFM Construction & Painting; Daikin Applied; KCORP; Artic Air Heating & Cooling, Inc.	True View Windows and Glass, LLC; Metro Tint
Job Site Cleanup	**Window Treatments and Room Dividers**
Fabiani Painting & Decorating, LLC; Diamond Ridge Development; Best Sons Construction, LLC; Clean Sweep Property Services; First Onsite Property Restoration; SFM Construction & Painting	B&B Blinds and Builder Services, LLC; Norcon Industries, Inc.; Blinds & Beyond by Wikler, Inc.

Required licensing from the Arizona Registrar of Contractors for all recommended firms is current and in good standing.

Once projects are identified, Facilities Maintenance personnel will solicit quotations from multiple firms in the needed category to derive the best value for the City. Facilities Maintenance will monitor utilization over the initial term of the contract and make recommendations for individual supplier renewal based on pricing, performance and on-going need for the service provided by the firm.

The suppliers that are not being recommended for award are shown in the table below:

BELFOR	Incomplete bid
DR Paint	Incomplete bid
Empire	Incomplete bid
Fish Window Cleaning	Pricing exceeds competitive range
IML Security Supply	Parts only, no service
Integrity Industrial	Pricing exceeds competitive range
Master Rooter	Pricing exceeds competitive range
Olympian WorldWide	Trade category deleted
Partitions and Accessories	Company offered product that did not fit any trade categories listed; better suited for a separately issued RFP
Robert N Ewing General Contractor, Inc.	Pricing exceeds competitive range
White Hawk	Incomplete bid

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The committee reviewed all proposals to ensure adequate source competition and fair and reasonable pricing. Due to the high number of responding firms, staff is not able to present the full pricing and scoring matrix within this RFCA but can provide these documents separately upon request.

ATTACHMENTS: N/A

STAFF CONTACT(S): Charlie Bladine, Facility Maintenance Manager, (480) 350-8563

Department Director: Tom Duensing, Interim Deputy City Manager – Chief Financial Officer
Legal review by: David Park, Assistant City Attorney
Prepared by: Eric Kraenzle, C.P.M., Officer

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Contract Renewal & Modification Notice

Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Number T22-001-29
Contract Description Trade Services

Date October 16, 2024

99790
B2B Direct Sales, Inc. dba The HVAC Company
James Hoover
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Renewal Information
Beginning January 14, 2025
Ending January 13, 2026
Renewal 1 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

B2B Direct Sales, Inc. dba The HAVC Company certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Eric Kraenzle	480-350-8548	eric_kraenzle@tempe.gov
Procurement Specialist	Elaine Ngai	480-350-8618	elaine_ngai@tempe.gov

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

To Be Completed and Signed By B2B Direct Sales, Inc. dba The HVAC Company

Contract Number T22-001-29
Contract Description Trade Services

Contractor's Name **B2B Direct Sales, Inc. dba The HVAC Company**

Contractor's Mailing Address 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

Printed name of person signing James Hoover, President

Phone Number 602-565-0518

email Address james@thehvaccompany.net

Contractor's Authorized Signature  12-05-2024
Date

City of Tempe Contract Renewal Acceptance

Eric Kraenzle
Eric Kraenzle (Jan 24, 2025 09:13 MST)
Eric Kraenzle Date
Procurement Officer

Michael Greene (Jan 24, 2025 09:56 MST)
Michael Greene, CPM, CPPO Date
Procurement Administrator

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

New pricing effective January 14, 2025

Group 15 – HVAC; Maintenance and Repair, New, Install

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	Journeyman	Helper			
Weekdays- Straight Time	$95.00	$72.00	$	$	$
Markup on direct cost of parts and materials			25%		

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488

SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

Signature

12-05-2024
Date

James Hoover
Print Name

President
Title

B2B Direct Sales, Inc dba The HVAC Company
Company Name

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT
Carrier COMMERCIAL EXPERT

2025 PM SERVICE AGREEMENT & MECHANICAL INSPECTION PROPOSAL

PREPARED FOR:

Robert Deserano
Public Works Superintendent
Town of Paradise Valley
6401 E Lincoln Dr
Paradise Valley, AZ 85253

SERVICE LOCATION:

Town Hall
6401 East Lincoln Drive
Paradise Valley, AZ 85253

January 31, 2025

Greetings Robert,

We are pleased to have this opportunity to present our company and commercial HVAC services to the Town of Paradise Valley for Preventative Maintenance (PM) and Mechanical Inspections at 6401 East Lincoln Drive in Paradise Valley, AZ. As an HVAC service contractor, we provide our clients with quality workmanship and technical expertise delivered through our state of the art, cloud-based field service and communication management platform - Service Fusion.

The goal of our PM service and periodic inspections is to identify deferred/current repairs and maintenance needs that will help you and your facilities team make both critical and routine HVAC equipment R&M decisions to keep your HVAC equipment operational and reliable.

In the pages that follow you will find a brief description of the company, communication and technology, key contact information and a recap of covered equipment, scope of services and pricing along with some basic terms and conditions of the agreement.

Should you have any questions or additional requirements please contact me directly at 949-397-5947.

Sincerely,

Nicole Hoover
Commercial Account Manager
Direct: (949) 397-5947
Service & Dispatch: (480) 687-8081
Email: nicole@thehvaccompany.net
2450 W Broadway Road, Suite 105
Mesa, AZ 85202
Licensed-Bonded-Insured | ROC 329140

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT

Carrier COMMERCIAL EXPERT

The HVAC Company

The HVAC Company is a non-union, privately held commercial service contractor operating under the corporate entity, B2B Direct Sales, Inc. which was established in the year 2012. In today's economy, companies are continuously challenged with finding ways to improve upon quality and service while minimizing operating costs and the impact on our environment. The HVAC Company can effectively help your facilities team meet these challenges through our highly skilled technicians, a wide array of experience with HVAC problem-solving and effective communication delivered through our cloud-based field service platform managed from the field, in real-time.

Carrier Controls Expert Dealer & Carrier Commercial Expert

We are brand neutral and support all commercial HVAC equipment and systems including controls, however, we have earned the Carrier Controls Expert certification and as such are an authorized Carrier Controls Dealer and service provider as well as the only Carrier Commercial Expert for Carrier Unitary equipment in the state of Arizona.

Mailing/Remittance:
3120 W Carefree Highway, Suite 1817
Phoenix, AZ 85086

Northern AZ Office & Receiving
3250 Gateway Blvd, Suite 256
Prescott, AZ 86303

Phoenix Office/Warehouse:
2450 W Broadway Road, Suite 105
Mesa, AZ 85202

Main Office/Service & Dispatch: (480) 687-8081
Northern AZ Service & Dispatch: (928) 515-0240
After-Hours Emergency: (480) 808-7753
service@thehvaccompany.net

Primary Contacts

Nicole Hoover – Account Manager
Direct: (949) 397-5947
Email: nicole@thehvaccompany.net

Jimmy Craft – Service Manager
Mobile: (480) 594-1877
Email: jimmy@thehvaccompany.net

James Hoover – Business Development
Mobile: (602) 565-0518
Email: james@thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

City of Tempe Trade Services Contract # T22-001-29 Pricing. Pricing & Terms of Service

- **Air-Cooled Daikin Chiller:** (1) Annual Maintenance Inspection with condenser coil cleaning. (1) Operational Maintenance Inspection.

  Service Cost – $2,820.00 Annually / $1,410.00 Semiannual Billing
- Labor — $1,900 (20hrs @ $95/hr), Materials & Sales Tax — $920

  The PM Service Agreement pricing shown above can only be adjusted within the contract period for equipment additions, deletions or agreed upon changes in service scope.

  This PM Service Agreement will be for an original term of 1 year from the Start Date and will automatically renew on a month-to-month basis upon expiration unless otherwise cancelled or restructured per the terms and conditions provided below.

  Covered Equipment

1	Daikin Air-Cooled Chiller	M: AGZ051EDSEMNN0B S: SLPU2211405603	Town Hall

Scope of Work – See Commercial Tasking Sheets Below

Exclusions:

1. Parts and materials not listed in this scope.
2. Premium labor.
3. Refrigerant.
4. Cooler pads.
5. Any item not specified in this quotation.
6. Repairs, service calls and component replacements.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT
Carrier COMMERCIAL EXPERT

2025 PM SERVICE AGREEMENT & MECHANICAL INSPECTION PROPOSAL

PREPARED FOR:

Robert Deserano
Public Works Superintendent
Town of Paradise Valley
6401 E Lincoln Dr
Paradise Valley, AZ 85253

SERVICE LOCATION:

Town Hall
6401 East Lincoln Drive
Paradise Valley, AZ 85253

January 31, 2025

Greetings Robert,

We are pleased to have this opportunity to present our company and commercial HVAC services to the Town of Paradise Valley for Preventative Maintenance (PM) and Mechanical Inspections at 6401 East Lincoln Drive in Paradise Valley, AZ. As an HVAC service contractor, we provide our clients with quality workmanship and technical expertise delivered through our state of the art, cloud-based field service and communication management platform - Service Fusion.

The goal of our PM service and periodic inspections is to identify deferred/current repairs and maintenance needs that will help you and your facilities team make both critical and routine HVAC equipment R&M decisions to keep your HVAC equipment operational and reliable.

In the pages that follow you will find a brief description of the company, communication and technology, key contact information and a recap of covered equipment, scope of services and pricing along with some basic terms and conditions of the agreement.

Should you have any questions or additional requirements please contact me directly at 949-397-5947.

Sincerely,

Nicole Hoover
Commercial Account Manager
Direct: (949) 397-5947
Service & Dispatch: (480) 687-8081
Email: nicole@thehvaccompany.net
2450 W Broadway Road, Suite 105
Mesa, AZ 85202
Licensed-Bonded-Insured | ROC 329140

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

Carrier CONTROLS EXPERT

Carrier COMMERCIAL EXPERT

The HVAC Company

The HVAC Company is a non-union, privately held commercial service contractor operating under the corporate entity, B2B Direct Sales, Inc. which was established in the year 2012. In today's economy, companies are continuously challenged with finding ways to improve upon quality and service while minimizing operating costs and the impact on our environment. The HVAC Company can effectively help your facilities team meet these challenges through our highly skilled technicians, a wide array of experience with HVAC problem-solving and effective communication delivered through our cloud-based field service platform managed from the field, in real-time.

Carrier Controls Expert Dealer & Carrier Commercial Expert

We are brand neutral and support all commercial HVAC equipment and systems including controls, however, we have earned the Carrier Controls Expert certification and as such are an authorized Carrier Controls Dealer and service provider as well as the only Carrier Commercial Expert for Carrier Unitary equipment in the state of Arizona.

Mailing/Remittance:
3120 W Carefree Highway, Suite 1817
Phoenix, AZ 85086

Northern AZ Office & Receiving
3250 Gateway Blvd, Suite 256
Prescott, AZ 86303

Phoenix Office/Warehouse:
2450 W Broadway Road, Suite 105
Mesa, AZ 85202

Main Office/Service & Dispatch: (480) 687-8081
Northern AZ Service & Dispatch: (928) 515-0240
After-Hours Emergency: (480) 808-7753
service@thehvaccompany.net

Primary Contacts

Nicole Hoover – Account Manager
Direct: (949) 397-5947
Email: nicole@thehvaccompany.net

Jimmy Craft – Service Manager
Mobile: (480) 594-1877
Email: jimmy@thehvaccompany.net

James Hoover – Business Development
Mobile: (602) 565-0518
Email: james@thehvaccompany.net

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

City of Tempe Trade Services Contract # T22-001-29 Pricing. Pricing & Terms of Service

- **Air-Cooled Daikin Chiller:** (1) Annual Maintenance Inspection with condenser coil cleaning. (1) Operational Maintenance Inspection.

  Service Cost – $2,820.00 Annually / $1,410.00 Semiannual Billing
- Labor — $1,900 (20hrs @ $95/hr), Materials & Sales Tax — $920

  The PM Service Agreement pricing shown above can only be adjusted within the contract period for equipment additions, deletions or agreed upon changes in service scope.

  This PM Service Agreement will be for an original term of 1 year from the Start Date and will automatically renew on a month-to-month basis upon expiration unless otherwise cancelled or restructured per the terms and conditions provided below.

  Covered Equipment

1	Daikin Air-Cooled Chiller	M: AGZ051EDSEMNN0B S: SLPU2211405603	Town Hall

Scope of Work – See Commercial Tasking Sheets Below

Exclusions:

1. Parts and materials not listed in this scope.
2. Premium labor.
3. Refrigerant.
4. Cooler pads.
5. Any item not specified in this quotation.
6. Repairs, service calls and component replacements.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

PM Service Agreement
Air Cooled Chiller - Task Sheet

(1) Annual Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Perform oil analysis.
- Leak check components.
- Check liquid line sight glasses for clear refrigerant flow.
- Check Glycol concentration.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.
- Clean condenser coils.

(1) Operational Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

The HVAC Company
A Mechanical Services Contractor

CONTROLS EXPERT

Time & Material Rates:

Hourly rates for services outside the scope of contracted services will be:

Regular:	$95.00/hour 7-4 Monday-Friday
Overtime:	$142.50/hour after 4pm Weekdays & Weekends/Holidays

Payment Terms:

Payment terms are net thirty (30) days from the Invoice Date. The HVAC Company reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due shall relieve The HVAC Company of any and all obligations pertaining to work or performance of work related to this service agreement. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.

BILLING: PLEASE CHECK PAYMENT OPTION BOX:

☐ **Semiannual**

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: Nicole Hoover – Commercial Account Manager

EFFECTIVE DATE: TBD

DocuSigned by:

ACCEPTED BY: Andrew Ching
5B8E4040A9944A3...

PRINT NAME: Andrew Ching

TITLE: Town Manager

DATE: 8/27/2025

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Terms and Conditions

A. Planned and/or routine maintenance services provided under this Agreement will be performed during normal working hours.

B. The guarantees and services provided under the scope of this Agreement are conditioned upon TOWN OF PARADISE VALLEY, operating and maintaining systems/equipment TOWN OF PARADISE VALLEY, will do so according to industry accepted practices and in consideration of our recommendations.

C. TOWN OF PARADISE VALLEY, will provide and permit reasonable access to all covered equipment. The HVAC Company will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

D. This proposal assumes that all pieces of equipment are in proper operating condition. The HVAC Company shall inspect and report to TOWN OF PARADISE VALLEY, any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of The HVAC Company to make recommendations and to assist TOWN OF PARADISE VALLEY, in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by TOWN OF PARADISE VALLEY, unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work not performed.

E. It is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed in Covered Equipment. Repair and replacement of unserviceable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded. In the case of refrigeration system(s) such as walk-in boxes, reach-in boxes, etc., this Agreement does not include the repair or replacement of hardware such as door handles, closing mechanisms, or related parts. In no case shall The HVAC Company, Inc. include repair or replacement of door, cabinet, or door/cabinet gaskets.

F. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by TOWN OF PARADISE VALLEY, in accordance with The HVAC Company, currently established rates.

G. In the unlikely event of failure to perform its obligations, The HVAC Company liability is limited to repair or replacement, at its option, and such shall be TOWN OF PARADISE VALLEY, sole remedy. Under no circumstances will The HVAC Company, Inc. be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of TOWN OF PARADISE VALLEY, tenants or clients, or any special, indirect, or consequential damages.

H. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment, and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

I. The HVAC Company will not be liable for delays or failure to act due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.

J. The HVAC Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

K. The Agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by The HVAC Company

L. This Agreement does not include any services occasioned by improper operation, negligence, vandalism, alterations or modifications, abuse or misuse, or repairs to equipment not performed by The HVAC Company, Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

Terms and Conditions (Continued)

M. The HVAC Company, shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal, or other authorities except as otherwise included in this Agreement.

N. This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

O. In the event either party must commence a legal action in order to enforce any rights under this contract such be through the local office of the American Arbitration Association, (AAA), the successful party shall be entitled to all coasts and reasonable attorney's fees as determined by the arbitrator for prosecuting and defending the claim, as the case may be.

P. The HVAC Company, shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees, and in no event, shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, orders or regulations established by any government authority, unusual delays in procuring supplies, or for any other cause beyond its reasonable control.

Q. Only The HVAC Company, personnel or agent are authorized to perform the work included in the scope of this Agreement. The HVAC Company, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

R. This Agreement and all rights hereunder shall not be assignable unless approved by The HVAC Company.

S. In the event of additional freight, labor, or material costs resulting from TOWN OF PARADISE VALLEY , request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, TOWN OF PARADISE VALLEY , agrees to pay these additional costs at The HVAC Company, currently established rates.

T. The HVAC Company, scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event The HVAC Company, Inc. encounters such material in performing its work, The HVAC Company, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.

U. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement, remarks, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

V. TOWN OF PARADISE VALLEY, agrees that in the event that there shall have been passed a federal and/or state law which shall compel The HVAC Company, to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment. Contract adjustment would reflect the cost of such mandated contributions and offset The HVAC Company, cost of performing this contract.

W. TOWN OF PARADISE VALLEY , acknowledges and agrees that any purchase order issued in accordance with this Agreement, is intended only to establish payment authority for internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

X. This agreement may be cancelled by either party with 30 days written notice and subject to the full payment of any amounts outstanding at the time of cancellation.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

PM Service Agreement
Air Cooled Chiller - Task Sheet

(1) Annual Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Perform oil analysis.
- Leak check components.
- Check liquid line sight glasses for clear refrigerant flow.
- Check Glycol concentration.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.
- Clean condenser coils.

(1) Operational Inspection/Maintenance

- Record system operating temperatures and pressures.
- Inspect unit for loose or damaged components and visible leaks.
- Check and test controls.
- Check contactors for pitting.
- Check all electrical terminals for tightness, tighten as required.
- Visually inspect components for signs of overheating.
- Verify compressor and oil heater operation.
- Check compressor oil sight glass for correct level.
- Check oil level in oil separator.
- Check all condenser fans and blades.
- Check condenser coils for dirt/debris.

Docusign Envelope ID: 9B871E7A-AE63-4B15-A22D-7756207B5B78

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B2B DIRECT SALES, INC.
TRADE SERVICES -HVAC

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Director of Public Works
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253