



# CONTRACT AMENDMENT

Solicitation No P09-0047

Page 1 of 1

Description Large Water Meter Testing, Installation, Repair, Modification and Replacement Services

Amendment No Five (5)

Date January 29, 2014

### Materials Management Procurement

9875 N 85<sup>th</sup> Ave 2<sup>nd</sup> Fl  
Peoria AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773 7118

Buyer Lisa Houg CPPB

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on March 11, 2014 The contract is being extended on a month-to-month basis not to exceed six (6) months or September 11, 2014 New Contract Term 3/12/2014 – 9/11/2014

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

*David Frampton* 1-29-14  
Signature Date

David Frampton President  
Typed Name and Title

Metering Services, Inc  
Company Name

515 S 48<sup>th</sup> Street, #108  
Address

Tempe  
City

AZ  
State

85281  
Zip Code

Attested By

*Rhonda Germinsky*  
for Rhonda Germinsky City Clerk



City Seal  
Copyright 2003  
City of Peoria Arizona

CC Number

ACON11909E  
Contract Number

*Brent Mattingly*  
Director Brent Mattingly Chief Financial Officer

*Kent Buckingham*  
Department Rep Kent Buckingham Utility Services Supervisor

Approved as to Form

*Stephen M Kemp*  
Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed

*Feb. 6* 2014 at Peoria Arizona

*Dan Zenko*  
Dan Zenko Materials Manager



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation No: P09-0047 Page 1 of 1  
 Description: Large Water Meter Testing, Installation, Repair  
 Modification and Replacement Services  
 Amendment No: Four (4) Date: 1/23/2013

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/11/13.

**NEW CONTRACT TERM:**

**Contract Term: 03/12/13 to 03/11/14**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*[Handwritten Signature]*  
 Signature

2-20-13  
 Date

David Frampton, President  
 Typed Name and Title

Metering Services, Inc.  
 Company Name

515 S. 48<sup>th</sup> St. #108  
 Address

Tempe  
 City

AZ  
 State

85281  
 Zip Code

Attested by:

*[Handwritten Signature]*  
 City Clerk

*[Handwritten Signature]*  
 Director: Brent Mattingly, Director of Finance

*[Handwritten Signature]*  
 Department Rep: Kent Buckingham, Utilities Services Supervisor

*[Handwritten Signature]*  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
 Feb. 26, 2013, at Peoria, Arizona.

*[Handwritten Signature]*  
 Dan Zenko, Materials Management Supervisor



City Seal

CC Number  
 ACON 11909D  
 Contract Number:  
 Official File



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P09-0047 Page 1 of 1  
Description: Large Water Meter Testing, Installation, Repair  
Modification and Replacement Services  
Amendment No: Three (3) Date: 1/12/2012

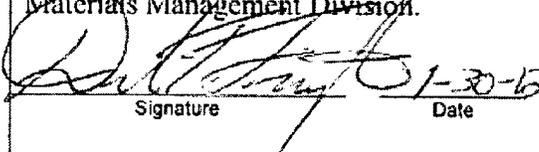
Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/11/12.

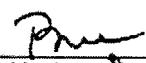
**NEW CONTRACT TERM:**

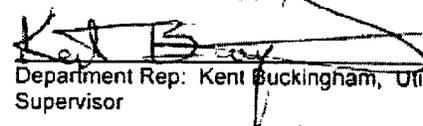
**Contract Term: 03/12/12 to 03/11/13**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	1-30-12	David Frampton, President	Metering Services, Inc.
Signature	Date	Typed Name and Title	Company Name
515 S. 48 <sup>th</sup> St. #108	Tempe	AZ	85281
Address	City	State	Zip Code

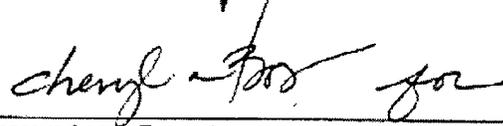
Attested by:  
  
Wanda Nelson, City Clerk

  
Director: Brent Mattingly, Director of Finance

  
Department Rep: Kent Buckingham, Utilities Services Supervisor



CC Number  
ACON 11909C  
Contract Number:

  
Approved as to Form: Stephon M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
February 13, 2012, at Peoria, Arizona.

  
Dan Zenko, Materials Management Supervisor

SCANNED  
City Seal

CON 11909C





# CONTRACT AMENDMENT

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P09-0047 Page 1 of 1  
Description: Large Water Meter Testing, Installation, Repair  
Modification and Replacement Services  
Amendment No: One (1) Date: 2/24/2010

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/11/10.

### NEW CONTRACT TERM:

**Contract Term: 03/12/10 to 03/11/11**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 2-26-2010 David Frampton, President Metering Services, Inc.  
Signature Date Typed Name and Title Company Name

515 S. 48<sup>th</sup> St. #108 Tempe AZ 85281  
Address City State Zip Code

Attested by:

[Signature]  
Mary Jo Waddell, City Clerk

[Signature]  
Sebastian Camilleri, Utility Services Supervisor

[Signature]  
Lisa Houg, Contract Officer

**Ellen Van Riper, Assistant City Attorney**

[Signature]  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
March 4, 2010, at Peoria, Arizona.

[Signature]  
Herman F. Koebergen, Materials Manager



CC Number  
ACON 11909A  
Contract Number:  
  
Official File

City Seal

(Rev 02/01/08)

A CON 11909A



# City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No	P09-0047	Proposal Due Date	February 12, 2009
Materials and/or Services	Large Water Meter Testing, Installation, Repair, Modification and Replacement Services	Proposal Time	5 00 P M AZ Time
		Contact	Lisa Houg, CPPB
Project No	Location City of Peoria, Materials Management	Phone	(623) 773-7115
	Mailing Address 8314 West Cinnabar Avenue, Peoria, AZ 85345		

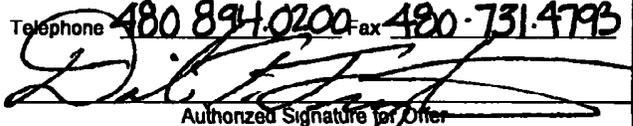
In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

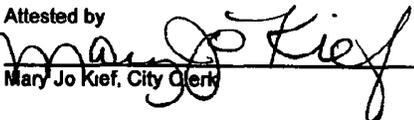
Name David T. Frampton  
Metering Services Inc.  
Company Name  
515 S. 48th St. #108  
Address  
Tempe AZ 85281  
City State Zip Code

Telephone 480 894-0200 Fax 480-731-4793  
  
Authorized Signature for Offer  
David T. Frampton  
Printed Name  
President  
Title

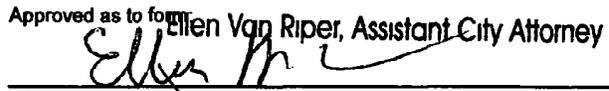
### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City, 2) Your offer in Response to the City's Request for Proposal, 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by   
 Mary Jo Kief, City Clerk

City of Peoria, Arizona Effective Date 3/12/09

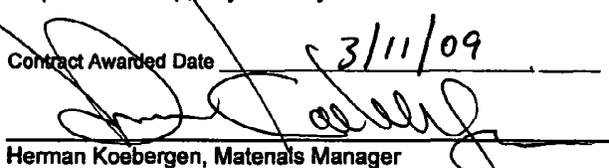
Approved as to form   
 Ellen Van Riper, Assistant City Attorney  
  
 Stephen M Kemp, City Attorney

CC \_\_\_\_\_

Contract Number  
Acon11909

Contract Awarded Date 3/11/09

Official File \_\_\_\_\_

  
 Herman Koebergen, Materials Manager





# SOLICITATION AMENDMENT

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P09-0047**  
Description: **Large Water Meter Testing & Repair Services**  
Amendment No: **One (1)**  
Solicitation Due Date: **February 12, 2009**  
Solicitation Due Time: **5.00 p.m.**

**Buyer: Lisa Houg, CPPB**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

**P09-0047 is being amended to delete the following from the Scope of Work:  
Section II, C. Large Water Meter Repairs, #1 and #2 is hereby deleted from the Scope of Work.  
The Contractor will provide a flat rate for repairs as indicated in the Price Sheet.**

**For informational purposes, the number of large meters in the City of Peoria is listed below:**

- 3" Meters – 31
- 4" Meters – 31
- 6" Meters – 19
- 8" Meters – 2
- 10" Meters – 2

***All other provisions of this Solicitation shall remain in their entirety***

Vendor hereby acknowledges receipt and agreement with the amendment.

*[Signature]* \_\_\_\_\_ Date 2-11-09  
 Signature Date  
David T. Frampton-Ples  
 Typed Name and Title  
Metering Services Inc  
 Company Name  
515 S. 48th St. #108  
 Address  
Tempe AZ 85281  
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

**February 4, 2009**

at Peoria, Arizona

*[Signature]* \_\_\_\_\_  
 Lisa Houg, CPPB  
 Contract Officer



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone (623) 773-7115

Fax (623) 773-7118

#### 1 PREPARATION OF PROPOSAL

- a All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e Periods of time, stated as a number of days, shall be calendar days.
- f It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

**2 INQUIRIES** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

**3 PROSPECTIVE OFFERORS CONFERENCE** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

**4 LATE PROPOSALS** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

**5 WITHDRAWAL OF PROPOSAL** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

**6 AMENDMENT OF PROPOSAL** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

**7 PAYMENT** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

**8 NEW** All items shall be new, unless otherwise stated in the specifications.

**9 DISCOUNTS** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

**10 TAXES** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

**11 VENDOR REGISTRATION** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12 AWARD OF CONTRACT

- a Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to
  - (1) Waive any immaterial defect or informality or
  - (2) Reject any or all proposals, or portions thereof, or
  - (3) Reissue a *Request For Proposal*.
- c A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
  - a The submission of the offer did not involve collusion or other anti-competitive practices
  - b The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456
  - c The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A R S § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S § 23-214(A)

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



## STANDARD TERMS AND CONDITIONS

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peona, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

provide services under this agreement or any subcontract "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona

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

- 4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peona Procurement Code
- 5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer The Solicitation shall govern in all other matters not affected by the written contract
- 6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor
- 7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract
- 8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction
- 9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application
- 10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

- 11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12 **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14 **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 15 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 16 **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 17 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
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Phone (623) 773-7115

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its fault or negligence Without limiting the foregoing, force majeure includes acts of God acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority, events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences

- a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract

- 18 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract
- 19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above
- 20 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded
- 21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation
- 22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all



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- a Waive the non-conformance
- b Stop the work immediately
- c Bring material into compliance

This shall be accomplished by a written determination for the City

- 23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
- 24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
- 25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole
- 26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
- 27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
- 28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
- 29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications
- 31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner
- 32 **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction
- 33 **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City
- 34 **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203)



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- 35 **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36 **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



# SPECIAL TERMS AND CONDITIONS

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- 1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Large Water Meter Testing, Installation, Repair, Modification and Replacement
- 2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor
- 3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date
- 4 **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. 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
- 5 **Contract Type:** Fixed Price
- 6 **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein
- 7 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
- 8 **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services
- 9 **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Municipal Operations Center, Warehouse and Meter Services Building

**ADDRESS:** 8850 N. 79<sup>th</sup> Avenue  
Peoria, Arizona 85345  
Saguaro Conference Room

**DATE:** Tuesday, February 3, 2009

**TIME:** 10:00 AM, Local Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate



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action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

- 10 **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
- 11 **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
- 12 **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:
  - 1) Plan and Method of Approach
  - 2) Experience and Qualifications
  - 3) Cost Considerations
  - 4) Conformance to Request for Proposals
- 13 **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 14 **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 15 **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 16 **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 17 **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 18 **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 19 **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is performed and enters into this contract based upon the Contractor's own investigation.
- 20 **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.



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21 **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

22 **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted, failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

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

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/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.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

23 **Required Insurance Coverage:**

1) **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



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The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance

### 2) Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc Policy Form CA 00011293, or any replacements thereof) Such insurance shall include coverage for loading and off loading hazards If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply

### 3) Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor

### 4) Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim

**24 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 Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date

All Certificates of Insurance shall be identified with bid serial number and title A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title



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25 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City

26 **Independent Contractor:**

1) General

- 1) The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria
- 2) Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere

2) Liability

- 1) The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts
- 2) To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

3) Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA) Any such fringe benefits shall be the sole responsibility of Contractor

27 **Unifier Project Management System** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract Unifier is an on-line application and will be made available to awarded vendors at no additional charge Vendors will utilize Unifier to submit and process information to the City such as Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc Training will be offered to the vendors at no additional charge

28 **Confidential Information:**

- 1) If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified



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- 2) The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination
  - 3) The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld
  - 4) If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination
- 29 **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract
- 30 **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor
- 31 **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation
- 32 **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor
- 33 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following
- 1) The contractor provides material that does not meet the specifications of the contract,
  - 2) The contractor fails to adequately perform the services set forth in the specifications of the contract,
  - 3) The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,
  - 4) The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract



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Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract,
- b. Reserve all rights or claims to damage for breach of any covenants of the contract,
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor,
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance,
  - ii. Any combination of the above or any other remedies as provided by law.

**34 Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs)
- b. Lodging and Meals
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



## SCOPE OF WORK

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### I. DESCRIPTION

This contract is to provide miscellaneous services including but not limited to the installation, testing, repair, modification and replacement of large water meters 3" or greater in size

### II. SCOPE OF WORK

#### A. New Large Meter Installation

- 1) The Contractor will install new large water meters 3" or greater in size
- 2) The Contractor will provide an hourly labor rate to perform large water meter installations
- 3) The City of Peoria will supply the water meter and incidental materials needed to complete the new meter installation
- 4) The Contractor may furnish other incidental materials or items needed to complete the new meter installation.
- 5) The Contractor will be responsible to coordinate the new meter installation at a time that is convenient for the customer This may include weekend and non-traditional working hours
- 6) The customer will supply an appropriately sized meter box and lid.
- 7) No box shall be left open without a representative of the Contractor being on site
- 8) The Contractor shall provide a 24-hour 7-day per week phone number for customers to contact them with questions. The Contractor will respond to all customer questions within 48 hours
- 9) All installations must be done in accordance with the City of Peoria standards and specifications
- 10) All repair work and parts furnished by the Contractor shall be warranted against leaks for a minimum of 1 year

#### B. Large Water Meter Testing

- 1) The Contractor will test large water meters 3" and greater in size Normally, all large meters 3" and greater in size will be scheduled for testing once every six (6) months
- 2) The Contractor will site visit meter vaults to inspect water meters 3" and greater once every six (6) months
- 3) The Contractor will provide a report of the status of all equipment relative to the proper functioning of the electronics and the physical assets The report will include recommendations for repair or replacement of any meters and the approximate revenue recovery potential
- 4) The Contractor will provide a flat rate to perform large meter testing based on meter size (3", 4", 6", 8", 10" & 12")
- 5) The Contractor will be responsible to coordinate all meter tests at a time that is convenient for the customer. This may include weekend and non-traditional working hours
- 6) The Contractor shall provide a written test report for each meter tested. The report will contain meter readings and the accuracy results under low, medium and maximum flows
- 7) If the meter tests inaccurate (+ or - 3%) the Contractor shall provide a written report outlining the recommended repairs, associated cost and the approximate revenue recovery potential

#### C. Large Water Meter Repairs

- 1) The Contractor will provide a written estimate of the repairs to be performed.
- 2) The Contractor will provide the an hourly labor rate to perform large water meter repairs
- 3) The City of Peoria will supply the parts and incidental materials needed to complete the repair
- 4) The Contractor may furnish other incidental materials or items needed to complete the repair
- 5) The Contractor shall repair non-functioning meters within forty-eight (48) hours of notification
- 6) The City of Peoria will provide the Contractor with written approval to make all repairs No work will be performed without prior authorization



## SCOPE OF WORK

Solicitation Number P09-0047

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

- 7) The Contractor will be responsible to coordinate large water meter repairs at a time that is convenient for the customer. This may include weekend and non-traditional working hours.
- 8) The Contractor will notify the City representative of the date and time repairs have been scheduled.
- 9) After the repair has been made, the Contractor shall provide the City of Peoria a written report on each meter repaired. The report will contain detail of work performed, meter readings and the accuracy results under low, medium and maximum flows.
- 10) All repair work and parts furnished by the Contractor shall be warranted against leaks for a minimum of 1 year.

#### D. Modifications to Existing Large Water Meter Installations

- 1) The Contractor will modify and retrofit existing large meter installations. This includes but is not limited to the installation of security cages.
- 2) The Contractor will provide a written estimate for the work to be performed.
- 3) If required, the City of Peoria will supply the security cage and incidental materials needed to complete the modification.
- 4) The Contractor may furnish other incidental materials or items needed to complete the modification.
- 5) The Contractor will be responsible to coordinate the modification at a time that is convenient for customer. This may include weekend and non-traditional working hours.
- 6) The Contractor will provide an hourly labor rate to perform modifications to existing large water meter installations.
- 7) All repair work, excluding parts furnished by the City of Peoria, shall be warranted against leaks for a minimum of 1 year.
- 8) Parts provided by Contractor shall be warranted for a minimum of 1 year.

### III. SUBMITTAL REQUIREMENTS

#### A. Proposal Content

The following items shall be addressed in the proposal submission:

- 1) Plan and Method of Approach to accomplish the Scope of Work.
  - Provide a detailed plan to accomplish the Scope of Work, as indicated in Section II, A-D
- 2) Experience and Qualifications.
  - List company and staff experience and qualifications. Include any information related to certifications and licenses, etc.
- 3) Cost Considerations
  - Complete attached Price Sheet.
- 4) References
  - Provide a minimum of three (3) references from similar projects completed within the last five (5) years. Complete attached Questionnaire.

#### B. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:  
City of Peoria  
Materials Management  
8314 W Cinnabar  
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on February 12, 2009.  
All questions regarding the proposal should be directed to Lisa Houg at [Lisa.Houg@peoriaaz.gov](mailto:Lisa.Houg@peoriaaz.gov)



# PRICE SHEET

Solicitation Number: P09-0047

Materials Management  
Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

The Contractor shall provide and indicate an itemized flat rate price structure for the different size meters within the City of Peoria, as indicated below:

<u>Item</u>	<u>Size and Description</u>	<u>Price Each</u>
1.	<u>3" Meter Test</u>	\$ <u>100.<sup>00</sup></u>
2.	<u>4" Meter Test</u>	\$ <u>100.<sup>00</sup></u>
3.	<u>6" Meter Test</u>	\$ <u>100.<sup>00</sup></u>
4.	<u>8" Meter Test</u>	\$ <u>100.<sup>00</sup></u>
5.	<u>10" Meter Test</u>	\$ <u>100.<sup>00</sup></u>
6.	<u>3" Meter Repair</u>	\$ <u>80.<sup>00</sup></u>
7.	<u>4" Meter Repair</u>	\$ <u>80.<sup>00</sup></u>
8.	<u>6" Meter Repair</u>	\$ <u>80.<sup>00</sup></u>
9.	<u>8" Meter Repair</u>	\$ <u>80.<sup>00</sup></u>
10.	<u>10" Meter Repair</u>	\$ <u>80.<sup>00</sup></u>
11.	<u>Hourly Rate (Regular Business Hours)</u>	\$ <u>40.<sup>00</sup></u>
12.	<u>Hourly Rate (Holidays and Weekends)</u>	\$ <u>50.<sup>00</sup></u>



# QUESTIONNAIRE

Solicitation Number: **P09-0047**

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peona, Anzona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

**Please list a minimum of three (3) references from similar projects whom the Materials Management Division may contact:**

1. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_
  
2. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_
  
3. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

*\* See experience & qualifications section.*



## QUESTIONNAIRE

Solicitation Number: **P09-0047**

**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

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

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

## **Plan and Method of Approach**

**Metering Services Inc has been actively involved in various metering projects throughout the State of Arizona for the past 25 years. The corporate office for Metering Services is located in Tempe, Arizona at the Victoria Properties Airport Business Center. Metering Services is staffed with a work force that resides locally and has been trained and certified to test, calibrate and install water meters and backflow assemblies. Our crews at Metering Services work around the clock and are ready to respond to any emergency that may arise.**

### **A – Large Meter Installation**

**Metering Services has the equipment and knowledge to assist with replacing outdated meters. Our fleet includes a heavy duty truck equipped with a crane, cut-off saws, torches and other equipment necessary to replace large water meters. The crews at Metering Services have replaced thousands of large meters, including several for the City of Peoria. We are aware of and have experience with the City of Peoria's procedures on shutdowns, the pick-up and return of materials and paperwork requirements. Scheduling of replacements is flexible, which allows the shutdown and replacement to be done at the customer's and the city's convenience. All meter replacements will be warranted against leaks for a period of one year.**

### **B – Large Meter Testing**

**Metering Services provides the expertise, inventory and equipment to test, repair and calibrate large water meters. Our crews have the experience of testing meters by various manufacturers and a range of meter sizes for local municipalities which include Phoenix, Tempe, Chandler, AZ- American and Prescott. Our vehicles are equipped with portable test benches, tools and an inventory of parts for in-line testing of meters. Our service level will be equivalent to the standards set by the American Water Works Association (AWWA). A report will be generated for each meter tested which will provide the meter read, location of the meter, make, model, size, meter number, conditions at the meter site, date of work, method of test and accuracy of meter. AMR equipment and electronic components will also be checked to make sure that the electronic read matches the register read.**

Metering Services will maintain a data base of all meter maintenance information for the City of Peoria. Our current computer records cover the time period from 1997 through 2008.

### **C – Large Meter Repairs**

Each meter that does not meet AWWA specifications, will be repaired and calibrated as near to 100% accuracy as possible. An addition report will be generated showing – meter accuracies after the repair, meter readings, itemized list of parts used for repairs and a summary of repairs performed. Each repair will be performed within 48 hours after receiving permission from the City of Peoria to proceed with the repairs and calibration. The warrantee for each meter repaired will be for a one year period after the date the work is performed, which includes all defects in materials and workmanship. Parts will not be warranted against normal wear.

### **D – Modifications to Existing Large Water Meter Installations**

Metering Services employs a crew that specializes in the installation of security cages for backflow assemblies and water meter installations. Our crew is also trained and equipped to replace and retrofit meter installations with bypasses, test plugs, isolation valves and any other appurtenances needed for an accurate water meter test. As stated earlier, our crews work around the clock and are ready to respond in any situation that may arise. Metering Services work and materials will be warranted for one year.

## **Experience and Qualifications**

### ***Project Manager – David T Frampton***

**Mr Frampton is the President of Metering Services Inc , an Arizona based Corporation He has been involved in various meter projects throughout Arizona, California, Wyoming and Utah Dave has managed Large Meter Maintenance Programs for the City of Peoria, Phoenix, Tempe, Chandler, Apache Junction and American Water Co He has been involved with many AMR meter replacement projects in Arizona His experience and the relationship that he has developed with the City of Peoria personnel for the past 15 years will insure proper management of the project Dave Frampton will be involved with all aspects of the Peoria Project**

### ***Meter Technician – James Weinkauf***

**James Weinkauf has 8 years of experience in the water industry His experience includes Large Meter Testing, and Repair, Large Meter Replacement and Small Meter Replacement He has been testing and repairing large water meters in Chandler for the past 8 years James spent one year on the Tucson Project replacing meters, curb stops and lowering lines. James has supervised the Large Meter Replacement Program in Gilbert, Arizona and the Large AMR Retrofit Program in Phoenix, Arizona. He has attended the Itron training courses with the City of Phoenix James was involved in all phases of the fieldwork for Phoenix AMR Pilot Program He is also a certified backflow tester**

### ***Meter Technician – Jose T Garcia***

**Jose has been involved in the water meter industry for the six years. He has replaced hundreds of large meters and thousands of residential meters in Tolleson, Goodyear, Chandler, Phoenix, Tempe, Peoria and Sun City Arizona He has been responsible to supervisor meter crews in Phoenix and Chandler. Jose has worked closely with Mr Arnold Reyes and Mr Brian Seisinger in Metering Servies for the City of Peoria and speaks both Spanish and English**

***Meter Technician - Ron Pimkowski***

Prior to working for Metering Services Ron was responsible for leading and training a small work group on high pressure and hazardous equipment at Intel. At Metering Services Ron has managed the Installation Program for AZ-American Water Co. in the Sun City and Sun City West communities. His duties included both new meter sets and replacements with the Neptune ProRead AMR meters. Ron also has vast experience with the Phoenix Large Meter Testing Program, where he has been testing and repairing meters on a regular basis.

***Meter Technician – Derek Andreas***

Derek Andreas has 5 years of experience in the water industry. Derek was involved in all phases of fieldwork in the Phoenix AMR Pilot Program. He has attended the Itron training courses with the City of Phoenix. He also assisted with the City of Phoenix Water Accountability Study. Mr. Andreas supervised the installation of TouchRead meters in Litchfield Park, Arizona. He has been testing and repairing large meters in Phoenix, Tempe and Chandler since he started his employment at Metering Services. Derek is supervisor over the meter testing crews in the City of Phoenix and City of Tempe.

***Meter Technician – Rick Logan***

Rick Logan has 32 years of experience in all facets of the water industry. He has an Associates Degree from Rio Solado in Water and Wastewater. His ADEQ certifications include Wastewater Treatment, Wastewater Collection, Water Treatment, & Water Distribution. He has been trained in confined space, cave rescue, hazardous materials. He has 17 years with the fire department and is an EMT. Rick has been trained in Automatic Meter Reading and is currently managing the installation of Badger meters with Itron ERT's in Prescott, Arizona.

***Computer Specialist – Daron Wilson***

Daron has been the President and CEO of Superstition Computers for the past 9 years. He is NCSE certified and A+ certified in both hardware and software. Mr. Wilson has been assisting Metering Services with software and hardware issues for the past 9 years. Daron will be developing and designing the work order system that will link digital pictures with work order forms for all the meter replacement.

### *Data Entry - Danielle Julian*

Danielle has been with Metering Services as their office manager for one year. Danielle's administrative duties include data entry, billing for our Backflow Program, submitting proposals on prospective jobs and routine office work. Danielle has attended one year of college and is proficient in a number of computer programs including Word and Excel, as well as specialty meter and backflow software.

### **OFFICE AND WAREHOUSE AND ACCESSIBILITY**

Metering Service Headquarters has been located in the Airport Business Center, 515 S 48<sup>th</sup> St Suite 107 & 108 for the past 20 years. This is the location where all meters will be warehoused and the central hub for all meter activity. Our field technicians, office personnel, and administrative staff all reside in Arizona and are available around the clock to assist with any matters that need attention. All of our employees carry a cell phone and understand that a work-related call may come in at anytime of the day or night. With our local workforce, we have the flexibility and availability to adjust staffing levels according to project needs.

Metering Services, Inc. is recognized as an authorized AMR installation company for Metron-Franer, Badger Meter Company, Sensus Technologies, Inc. We are also certified to install Itron meter reading systems.

Metering Services is a member of American Water Works Association, Arizona Water & Pollution Control Association, Arizona Chapter of the American Backflow Association.

**PROJECT – CITY OF PHOENIX – Large Meter Testing, Repair & Calibration**

**Date October 1983 - Present**

**Contact – Gary Oulton  
Supervisor II**

**gary oulton@phoenix.gov  
(602) 262-4887**

**Description** Metering Services Inc has been responsible for maintaining all of the large water meters for the past 25 years. MSI's responsibilities included, (1) the testing, repair and calibration of all 3" and larger meters, (2) the replacement of meter setups having antiquated meters or improperly sized meters, (3) retrofitting large meter setups with bad valves, bad bypass, or other deficiencies (4) repair leaks in meter vaults and (5) installation and programming of AMR equipment

**PROJECT – CITY OF TEMPE – Large Meter Testing, Repair & Calibration**

**Date October 1983 – Present**

**Contact – John Mann  
Water Distribution  
Superintendent**

**john\_mann@tempe.gov  
(480)350-2626**

**Description** Metering Services has been assisting the City of Tempe with the calibration and testing of large meters for the past 25 years. Recently MSI has assisted Tempe with the conversion to the Metron-Touchread System. This required replacing a majority of the large meters. Many of the meters replaced were the Hersey-Fireline meters

**PROJECT – CITY OF PRESCOTT – Large Meter Testing, Repair & Calibration**

**Date October 1985 – Present**

**Contact - Harry Brown  
Water Superintendent**

**harry.brown@cityofprescott.net  
(928) 777-1616**

**Joel Morrison  
Metering Services Supervisor**

**joel.morrison@cityofprescott.net  
(928)237-0642**

**Description.** Metering Services has been testing and calibrated for the City of Prescott for the past 20 years. MSI has also assisted the City with a system wide meter change out program

# Commercial Certificate of Insurance



**FARMERS**

Agency • Steve Shiflet Agency  
 Name • 7254 E. Southern Ave # 109  
 & • Mesa, Az. 85209  
 Address •

Issue Date (MM/DD/YY) **03/04/2009**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below

St. 88 Dist. 06 Agent 348

Insured  
 Name • Metering Services Inc  
 • 515 S 48th St, Ste 107  
 & • Tempe, AZ 85281  
 Address •

### Companies Providing Coverage

- Company A Truck Insurance Exchange  
Letter
- Company B Farmers Insurance Exchange  
Letter
- Company C Mid-Century Insurance Company  
Letter
- Company D \_\_\_\_\_  
Letter

### Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims

Co. Lr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
C	<input checked="" type="checkbox"/> General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	601088057	05/11/2009	05/11/2009	General Aggregate Products-Comp/OPS Aggregate \$ 4,000,000 Personal & Advertising Injury Each Occurrence \$ 2,000,000 Fire Damage (Any one fire) \$ 2,000,000 Medical Expense (Any one person) \$ 100,000 \$ 5,000	
C	<input checked="" type="checkbox"/> Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	601088057	05/11/2008	05/11/2009	Combined Single Limit \$ 2,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$	
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$	

### Description of Operations/Vehicles/Restrictions/Special items

City of Peoria Solicitation Number P09-0047

### Certificate Holder

Name • City of Peoria  
 • Materials Management Procurement  
 & • 8314 W Cinnabar Ave  
 Address • Peoria, AZ 85345-6560

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Steve Shiflet*  
 Authorized Representative



## Certificate of Insurance

**Certificate Mailed To:****Name of Insured:**

**CITY OF PEORIA**

**ATTN: MATERIALS MANAGEMENT PROCUREM METERING SERVICES INC**

**8314 WEST CINNABAR AVENUE**

**PEORIA AZ 85345**

**515 S 48th St Ste 107**

**Tempe AZ 85281**

Date Issued	03/05/2009
Certificate Number	223
Policy Number	315218
Origin Date	04/01/2001
Expiration Date	03/01/2010
Liability Limits	1000/1000/1000 (000 Omitted)

**Proof of Coverage****Description of Operations**

**WATER METER MFG**

**Job Number:** Peoria Meters

**Location:** Various Peoria Locations

Will be renewed for the next policy period unless we are otherwise directed by our policyholder. It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

Should the above policy be canceled by the SCF ARIZONA before the expiration date thereof, the SCF ARIZONA will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the SCF ARIZONA.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

City of Peoria  
Attn. Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria AZ 85345

Authorized Representative



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P09-0047 Page 1 of 1  
Description: Large Water Meter Testing, Installation, Repair  
Modification and Replacement Services  
Amendment No: One (1) Date: 2/24/2010

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/11/10.

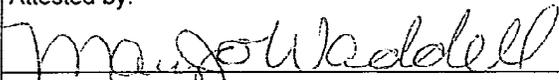
**NEW CONTRACT TERM:**

**Contract Term: 03/12/10 to 03/11/11**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	2-26-2010	David Frampton, President	Metering Services, Inc.
Signature	Date	Typed Name and Title	Company Name
515 S. 48 <sup>th</sup> St. #108	Tempe	AZ	85281
Address	City	State	Zip Code

Attested by:



Mary Jo Waddell, City Clerk

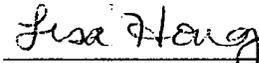


City Seal

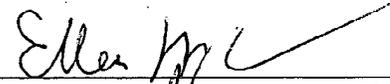
(Rev 02/01/08)

CC Number  
ACON 11909A  
Contract Number:  
Official File

  
Sebastian Camilleri, Utility Services Supervisor

  
Lisa Houg, Contract Officer

**Ellen Van Riper, Assistant City Attorney**

  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
March 4, 2010, at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager

A CON 11909A