



# City of Peoria, Arizona

## Notice of Request for Proposal



Request for Proposal No: **P07-0050** Proposal Due Date: **February 20, 2007**  
 Materials and/or Services: **Air Testing of Water Reclamation Facilities** Proposal Time: **5:00 P.M. AZ Time**  
 Project No: \_\_\_\_\_ Contact: **Terry Andersen**  
 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: Edward Lamb Telephone: 602-549-4277 fax: 928-636-2109  
LambTech Company Name Edward Lamb Authorized Signature for Offer  
P.O. Box 6117 Address Edward Lamb Printed Name  
Chino Valley City AZ State 86323 Zip Code 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  
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 3-28-2007

Approved as to form:  
William L. Emerson, Assistant City Attorney

CC: \_\_\_\_\_

Stephen M. Kemp, City Attorney

Contract Number:  
**CON 16907**

Contract Awarded Date: 3-27 2007

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

Herman F. Koebergen, Materials Manager





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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



## STANDARD TERMS AND CONDITIONS

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

stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, 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.



## STANDARD TERMS AND CONDITIONS

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

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

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party 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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

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.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **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

Solicitation Number: P07-0050

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for the **Air Testing of Water Reclamation Facilities**.
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 ninety (90) 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, canceled 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.
9. **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.
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 office(s) which will be performing the work. The proposals should not exceed 35 pages. **DO NOT BIND ORIGINAL COPY.**



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

11. **Proposal Content:** The following items shall be addressed in the proposal submission.

- a. Experience:
  - Project Understanding and Approach
  - Firm Experience
  - Staff Experience
- b. References from Similar Projects:
  - Three (3) Owner References completed within the last five (5) years.
- c. Cost Proposal/Fee:
  - Offeror shall submit a detailed cost proposal per scope of work (to include and/all tests and reporting costs, labor, etc.).
- d. Additional Data:
  - Detailed Resumes.
- e. Exceptions
  - Any exceptions to any part of the RFP must be clearly noted and identified.

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.

- a. Offeror's Experience, Project Understanding and Approach.
- b. References/Experience with other Projects.
- c. Cost Considerations
- d. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

13. **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 two (2) hours, allowing approximately 1 hour for a question and answer session.
14. **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.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

18. **Document Ownership:** Original design notes, and original tracings of the plans, as instruments of service shall remain the property of the Contractor. The Contractor shall provide the City with duplicate reproducibles of original tracings on stable base (mylar) material, and two (2) sets of prints of the final tracings, without cost to the City. Final as-built plans will be on 4 mil, 24 x 36" double matte non-wash off photo mylar with no adhesive or sticky back attached. Original field notes (survey) and copy of design calculations and computer disc of the same shall be provided 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 is performed and enters into this contract based upon the Contractor's own investigation.
20. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
21. **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.
22. **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.
23. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

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.

### 24. Required Insurance Coverage:

#### a. 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.

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.

#### b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 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.

#### c. Workers' Compensation

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

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

#### d. Professional Liability



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

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.

25. **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.

26. **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.

27. **Independent Contractor:**

a. General

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

b. Liability

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

c. **Other Benefits**

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

28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

29. **Confidential Information:**

- a. 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.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

30. **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.

31. **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 delivery the material and/or service.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P07-0050

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

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.

32. **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.
33. **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.
34. **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:
  - a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. 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.

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.



## SCOPE OF WORK

Solicitation Number: P07-0050

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

I.

### **I. PURPOSE**

The City of Peoria is soliciting proposals to have quarterly air testing performed at its water reclamation facilities and establish a one year term contract with renewal options. The City currently has three water reclamation facilities operating and has regulatory requirements for odor control.

### **II. TESTING REQUIREMENTS**

Scope of services includes, but is not limited to the following:

- a. Knowledge of Maricopa County Air Quality Department (MCAQD) air requirements
- b. Perform airborne hydrogen sulfide (H<sub>2</sub>S) sampling at part per billion (ppb) levels at the property fence line on a quarterly basis.
- c. Provide quarterly efficiency testing of the odor scrubber. The testing includes the following activity:
  - Sample scrubber emissions for hydrogen sulfide sampling
  - Calculate scrubber removal efficiency
- d. All equipment needed for testing will be supplied by the supplier

### **III. DELIVERABLE**

Deliverable will be a detailed report of the odor scrubber removal efficiency of hydrogen sulfide and the average of the fence line monitoring for the hydrogen sulfide. A graphical representation of the hydrogen sulfide testing will also be included to compare against Maricopa County fence line standard of 0.030ppm over thirty minute duration.

### **IV. SPECIFIC TESTING LOCATIONS**

- a. Jomax Water Reclamation Facility  
12483 West. Jomax Rd 85383



## SCOPE OF WORK

Solicitation Number: P07-0050

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

- b. Quintero Water Reclamation Facility  
16752 West State Route 74 85382
- c. Beardsley Water Reclamation Facility  
19980 North 111<sup>th</sup> Avenue 85345

#### IV. PROPOSAL FORMAT AND CONTENT

Refer to the Special Terms and Conditions, Section 10, Proposal Format.

#### V. 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 not exceed **25 pages**. Additional data support information will not be counted in the 25 page limit.

The proposal shall be due no later than **5:00 p.m. on February 20, 2007**

Any questions regarding this RFP should be directed to Terry Andersen, Procurement Specialist at:

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Or  
Phone: (623) 773-7981  
Or  
E-mail: [Teresa.Andersen@PeoriaAZ.gov](mailto:Teresa.Andersen@PeoriaAZ.gov)



## QUESTIONNAIRE

Solicitation Number: **P07-0050**

**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.

# **LAMBTECH**

**P.O. BOX 6117**

**CHINO VALLEY, AZ 86323**

---

*Odor and Hydrogen Sulfide Monitoring Specialists Since 1991*

---

## PROPOSAL TO THE CITY OF PEORIA RFQ# P07-0050

### AIR TESTING OF WATER RECLAMATION FACILITIES

#### PROPOSAL DUE DATE AND TIME

FEBRUARY 20, 2007  
5:00 PM

City of Peoria  
RFQ# P07-0050  
Air Testing of Water Reclamation Facilities  
February 9, 2007

## LambTech Air Testing Proposal

LambTech is pleased to submit the following proposal to the City of Peoria.

LambTech will perform quarterly monitoring at the Beardsley Road WRF, the Jomax Road WRF and the Quintero WRF every three months for the year starting at the request of the City. LambTech will monitor the fenceline of each facility using a hand-held Jerome 631X part-per-billion hydrogen sulfide analyzer, sampling every 50 feet around the perimeter of each facility. The analyzer will be checked for calibration with a certified 5-PPM hydrogen sulfide gas source prior to, and after the studies are complete. An Excel spreadsheet will be part of the report, detailing the concentrations found at each location, and an average for each fenceline will be recorded in the report to satisfy Maricopa County's maximum allowable emissions limit for hydrogen sulfide of 0.030 PPM over a 30-minute average.

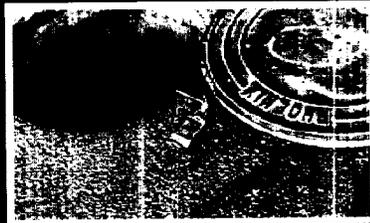
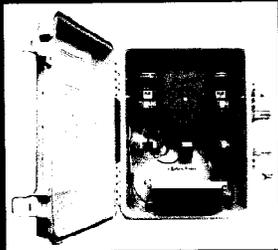
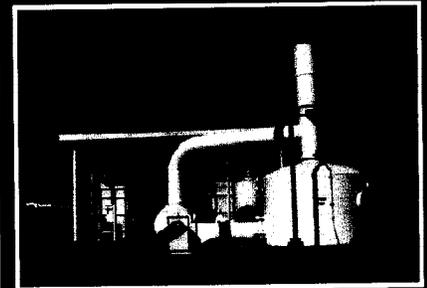
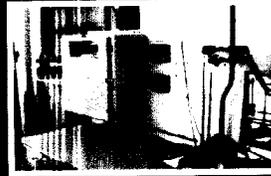
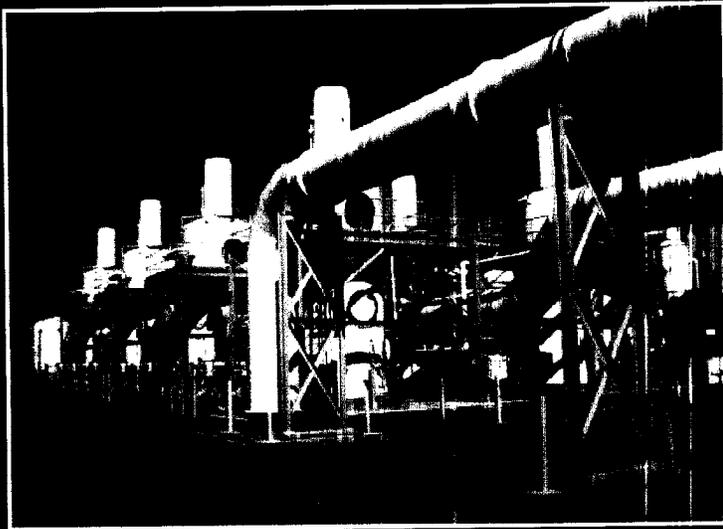
LambTech also will perform a scrubber/odor control evaluation on each odor control system at each facility for a two-hour period. Each odor control system will be evaluated for removal efficiencies by testing the inlet and outlet hydrogen sulfide concentrations of each system to determine each system's average removal efficiency. All pertinent operating parameters will be recorded including: pH, ORP, make-up water rates, recirculation pump discharge pressures, and packing and mist eliminator pressure drops. Airflow rate will be evaluated on each system and included as part of the final report. Three copies of the final report will be submitted to the City within ten working days of project completion that detail fenceline concentrations, scrubber removal efficiencies, and all scrubber operating parameters, along with recommendations on improving the scrubbers' operation, or on resolving any excessive odor/hydrogen sulfide emissions.

A flyer and a list of references is included in this proposal outlining the extensive experience LambTech has in testing and consulting for odor and hydrogen sulfide emissions in the Valley and across the country. LambTech specializes in this type of testing and monitoring and has performed testing identical to this proposal for over 17 years in every major municipality in Arizona.

### Quarterly Monitoring Cost

Three days of labor @ \$900.00 per day for each facility for fenceline and scrubber evaluations (Including all calibration gas and test equipment required to perform the test)	\$ 2,700.00
<u>One half day of labor @ \$800.00 per day for report writing</u>	<u>\$ 400.00</u>
Quarterly total	\$ 3,100.00
<b>Yearly total</b>	<b>\$12,400.00</b>

# LambTech



## Services Include:

- MUNICIPAL PUMP STATION AND COLLECTION LINE MONITORING
- ODOR SCRUBBER START-UP, MAINTENANCE, OPTIMIZATION AND PERFORMANCE EVALUATIONS
- INSTANTANEOUS AND CONTINUOUS PART-PER-BILLION HYDROGEN SULFIDE MONITORING
- PART-PER-BILLION AMBIENT AIR HYDROGEN SULFIDE MONITORING
- ODOR PANEL, TOTAL REDUCED SULFUR, AMINE/AMMONIA ANALYSIS AND OTHER SAMPLING
- CHEMICAL FEED SITE MONITORING, MAINTENANCE AND SYSTEM OPTIMIZATIONS

**5815 NORTH BLACK CANYON HIGHWAY, SUITE 102, PHOENIX, AZ 85015**  
**P.O. BOX 6117, CHINO VALLEY, AZ 86323**  
**PHONE 602-549-4271 FAX 928-636-2109 E-MAIL ELAMBLTS@MSN.COM**

# LAMBTECH

LambTech has been in the hydrogen sulfide and odor monitoring business for over 16 years, and has been involved in a number of large odor control projects from 1991 through 2006.

## **Edward A. Lamb – President      1991 - Present**

Mr. Lamb attended Devry Institute of Technology, and has worked in the instrumentation field for over 25 years. In the past sixteen years Mr. Lamb has been involved in odor, air and hydrogen sulfide monitoring and testing in the municipal water and wastewater field, and has been a member of the Water Environment Federation for 20 years, and a member of the odor control committee from 1990 to present. Mr. Lamb is also a past chairman and was one of the presenters for the AWPCA sub-committee for the outlying collection line operation and maintenance training program. Mr. Lamb has also authored a chapter on odor control in collection lines for the Water Environment Federation, Collection Systems Training Course to be offered in the future. At Lamb Technical Services Mr. Lamb focuses on project management and system recommendations, and is involved in most scrubber start ups, performance tests and scrubber training projects. He is also involved in scrubber development at a sister company, and has received patents on a scrubber design and a calibration gas generator. He is also currently assisting in the introduction of the Sycamore CEM, a continuous single or multipoint PPB hydrogen sulfide odor control scrubber monitor and controller.

## **Cynthia G. Lamb – Vice President                      1991-Present**

Mrs. Lamb has attended United States International University, San Diego, and the University of Colorado at Boulder. She has worked in office management, scientific journal editing and publishing and public relations. Mrs. Lamb assists in office administration, hiring, and report editing.

## **Jarrold Camp – Maintenance & Test Technician 2000-Present**

Mr. Camp performs most of the field collection line tests, maintains chemical delivery sites for odor and corrosion control in collection lines, perform most of the routine maintenance on scrubber systems, including acid washes and pump and fan belt replacement. Mr. Camp is in charge of the scrubber and collection line maintenance division.

## COMPANY PROJECT OVERVIEW

The majority of the projects have focused on odor scrubber start-ups and performance testing, fence-line and in-plant air monitoring, scrubber training, air balancing, and collection line evaluations. LTS has worked either directly for, or through larger engineering firms for the top ten cities in Arizona, Phoenix, Tucson, Mesa, Glendale, Scottsdale, Chandler, Peoria, Tempe, Gilbert, Carefree, Surprise and Lake Havasu City. LTS has also worked for many of the other large municipalities, and many large engineering firms across the country.

## COMPANY PROJECT LIST

1. Collection line evaluation for (SROG) the consortium of the valley's cities as a specialty sub-consultant under Brown & Caldwell to test the Southern Avenue Interceptor in Mesa, Tempe and Phoenix for hydrogen sulfide, odors and liquid phase testing.

Brown & Caldwell- Steve Davidson

602-567-3821

2. Collection line evaluation for the consortium of the valley's cities under Malcolm Pirnie to test the Salt River Outfall Interceptor in Mesa, Tempe and Phoenix for odors and liquid phase testing.

Malcolm Pirnie - Jim Butcher

602-797-4658

3. Collection line evaluation for the consortium of the valley's cities and The City of Phoenix under Damon S. Williams to test downtown Phoenix lines, and the Salt River Outfall Interceptor in Mesa, Tempe and Phoenix to perform corrosion rate evaluations.

DSWA - David Kopchinsky

602-265-5400

4. Collection line evaluations in Pima County to cover most of the City of Tucson for collection line odor control and chemical feed requirements.

Pima County WWMD - Eric Wieduwilt, John Warner Mike Bunch 520-326-4333

5. Performance testing on two 20,000 CFM odor scrubbers at the Point Loma Waste Treatment Plant in San Diego, California for CDM Engineers & Constructors.

Camp Dresser & McKee - Ed Mitiguy

619-224-0739

6. Scrubber training in Boston, MA. at the Nut Island Pump Station, Quincy, MA.

Paramount Fabricators - Tom Smits

909-987-4657

7. Hydrogen sulfide fenceline monitoring at the Arrowhead Ranch Water Reclamation Facility in Glendale, AZ. This is an on-going nine-year contract.

City of Glendale – Earl Babcock

623-930-3951

## Project List Continued

Page 2

8. Hydrogen Sulfide fenceline monitoring for the City of Phoenix at the 23rd Ave. Waste Water Treatment Plant, and the Cave Creek Water Reclamation Facility in Phoenix, AZ. This is also an on-going contract.

City of Phoenix - John Jacobs (23rd Ave.) 602-534-1356  
City of Phoenix - Greg Robinson (Cave Creek) 602-261-8783

9. Packed tower odor scrubber performance testing at the Point Loma WWTP, San Diego, CA.

Daniel Mechanical -- Tim Malki 323-881-1717

10. Quarterly scrubber, fenceline and in plant testing at two City owned wastewater facilities, Peoria, AZ.

City of Peoria -- Kevin Rose 623-419-5372

11. Start- up, training and performance testing at the Ina Road WWTP on two 36,000 CFM packed tower odor scrubbers with eight carbon followers. Project was completed for Duall Division of Met-Pro Corp.

Duall/Divison of Met-Pro Corp. - Dale Teeples 989-725-8184

12. Quarterly scrubber, carbon adsorber and fenceline hydrogen sulfide monitoring at the Ina Road WWTP, Tucson AZ. Performed for Pima County WWMD.

Pima County WWMD - Paul Jordan 520-744-9041

13. Odor and GC evaluations at two potable water facilities in Phoenix. Project was performed for the City of Phoenix.

City of Phoenix - Ramish Narasimhan No Longer with the City of Phoenix

14. Scrubber startup, evaluation and testing at the Island WWTP in Lake Havasu City. Performed for Burns & McDonnell Engineers.

Burns & McDonnell - Steve Liming 602-385-4500

15. Salt River Outfall collection line and chemical treatment evaluation in Phoenix. Performed for Kemiron Corporation.

Kemiron Corp. - Roderick Abinet 602-625-9142

16. Packed tower scrubber performance test at the Sky Harbor Salt River Outfall air extraction site. Performed for U.S. Filter Corp.

U.S. Filter - Eric Davis 858-486-8500

## Project List Continued

Page 3

17. Biofilter and carbon adsorber performance test at the Carver & Rural Road Lift Station in Tempe, AZ. Performed for Cal Wadsworth Construction and The City of Tempe.

City of Tempe - John Mann

480-350-2626

18. Packed tower odor scrubber start-up and evaluation at the South Water Reclamation Facility in Gilbert, AZ. Performed for The City of Mesa

City of Mesa - Ronny Lopez

480-644-2333

19. Packed tower odor scrubber performance test at the NYDEP Ossining WWTP in Ossining, NY. Performed for Harrington Environmental Engineering.

Harrington Environmental Engineering - Ken Corey

909-890-3744

20. Monthly and quarterly odor and hydrogen sulfide monitoring at the Scottsdale Water Campus and at all of the larger pump stations in Scottsdale, AZ.

City of Scottsdale - Art Nunez or Dave Petty

480-312-8724 (Art)

480-312-5660 ( Dave)

## LIST OF REFERENCES

Chuck McGinley, Principal  
McGinley Associates, 13701 30th St. Circle, Stillwater, MN 55082  
612-439-1708

Richard Pope, Vice President  
Malcolm Pirnie, 104 Corporate Park Dr. White Plains, NY 10602  
914-694-2100

Earl Babcock, Plant Supervisor  
City of Glendale, 4805 W. Cholla Dr. Glendale, AZ 85304  
602-930-3950

Jim Doyle, Assistant Plant Superintendent  
Pima County WWMD, Ina Road Waste Water Treatment Plant, 7101 N. Casa Grande Highway,  
Tucson, AZ  
520-744-4236

John Warner, Operations Manager – Wastewater Management Operations  
Pima County Wastewater Management District, 3390 N. Richey Blvd. Tucson, AZ 85716  
520-326-4333

Robert Bowker, President  
Bowker Associates, 477 Congress St. Suite 1004 Portland, ME 04101  
207-844-8077

Kerry Brough, VP Engineering or Steve Davidson, Odor Specialist/Project Engineer  
Brown & Caldwell 3636 N. Central Ave. Suite 200 Phoenix, AZ  
602-222-4444

Art Nunez, Wastewater Treatment Director  
City of Scottsdale  
9191 E. San Salvador Dr., Scottsdale, AZ  
480-312-8724

Dan Brooks, Marketing Manager  
Calgon Carbon Corporation  
P.O. Box 717 Pittsburgh, PA 15230-0717  
412-787-6813

If there are any questions please call Edward Lamb at 602-549-4271. Thank you.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2007

PRODUCER (480)820-2297 FAX (480)820-2570  
Hegarty-Haynes Insurance  
4500 S. Lakeshore Dr., #130  
Tempe, AZ 85282

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 BELOW.

INSURED Lamb Tech.  
5102 S. Fern Ct.  
Chandler, AZ 85248

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FEC6108406	08/05/2006	08/05/2007	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER Errors &amp; Omissions Liability</b>	FEC6108406	08/05/2006	08/05/2007	Annual Aggregate \$2,000,000 Each Claim \$2,000,000 Deductible per Claim \$2,500

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: P07-0050, Air Testing of Water Reclamation Facilities  
City of Peoria is added as additional insured with regards to work performed by the named insured on the above referenced project.

### CERTIFICATE HOLDER

City of Peoria  
ATTN: Terry Andersen, Procurement Specialist  
8401 West Monroe Street  
Peoria, AZ 85345

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Elizabeth Millwee



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P07-0050  
Description: Air Testing of Water Reclamation Facilities  
Amendment No: One (1)  
Page 1 of 1  
Date: 11/19/07

Buyer: Terry Andersen

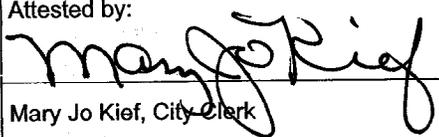
ACON16907, P07-0050 is being amended to add the following two (2) locations for services:

Butler Water Reclamation Facility  
8660 N. 78<sup>th</sup> Avenue  
Peoria, AZ 85345

Influent Pump Station  
9976 W. Northern Avenue  
Peoria, AZ 85305

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

 Signature	11/26/07 Date	Edward Lamb, President Typed Name and Title	LambTech Company Name
P.O. Box 6117 Address	Chino Valley City	AZ State	86323 Zip Code

Attested by:  
  
Mary Jo Kief, City Clerk



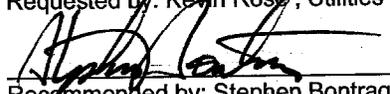
City Seal

CC Number

ACON 16907A  
Contract Number:

Official File

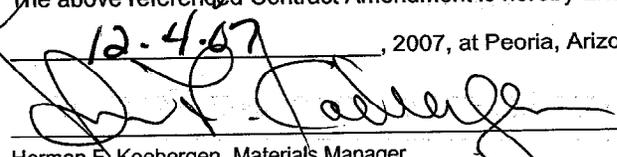
  
Requested by: Kevin Rose, Utilities Supervisor

  
Recommended by: Stephen Bontrager, Utilities Director

**William L. Emerson, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
12-4-07, 2007, at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager

**A CON 16907A**

ORIGINAL



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P07-0050** Page 1 of 1  
Description: Air Testing of Water Reclamation Facilities  
Amendment No: Ext #1 Amend 2 Date: **01/10/08**

Buyer: Terry Andersen

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/27/08.

The New Contract Term is:

**Contract Term: 03/28/08 to 03/27/09**

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

Edward Lamb      1/24/08      Edward Lamb Pres      LambTech  
Signature      Date      Typed Name and Title      Company Name

P.O. Box 6117      Chino Valley      AZ      86323  
Address      City      State      Zip Code

Attested by:

Mary Jo Kief  
Mary Jo Kief, City Clerk

Stephen M. Kemp  
Requested by:

Terry Andersen  
Recommended by:



City Seal

CC Number  
ACON16907B  
Contract Number:  
  
Official File

**William L. Emerson, Assistant City Attorney**

Approved as to Form: Stephen M. Kemp, City Attorney  
The above referenced Contract Amendment is hereby Executed  
2-13-08, 2008, at Peoria, Arizona.

Herman F. Koebergen  
Herman F. Koebergen, Materials Manager

**A CON 16907B**



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W Cinnabar Ave  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P07-0050  
Description Air Testing of Water Reclamation Facilities  
Amendment No Three (3)

Page 1 of 2  
Date 01/13/09

Buyer Terry Andersen

A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 03/28/09 to 03/27/10. Extension 2**

B Standard Terms and Conditions are amended to reflect the following changes Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records, and Paragraph 32, Public Record, are hereby deleted and replaced with the following

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)

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

Edward Lamb 2/16/09  
Signature Date

Edward Lamb Principal  
Typed Name and Title

LambTech  
Company Name

P O Box 6117  
Address

Chino Valley  
City

AZ  
State

86323  
Zip Code

Attested by

Mary Jo Kief  
Mary Jo Kief, City Clerk

Kevin Rose  
Requested by Kevin Rose, Utilities Supervisor

Terry Andersen  
Recommended by Terry Andersen, Procurement Specialist

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed  
2/26/09 at Peoria, Arizona

Herman F Koebergen  
Herman F Koebergen, Materials Manager



CC Number  
ACON16907C  
Contract Number

Official File

City Seal

(Rev 02/01/08)

A CON 16907C



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W Cinnabar Ave  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P07-0050 Page 2 of 2  
Description Air Testing of Water Reclamation Facilities  
Amendment No Three (3) Date 01/13/09

Buyer Terry Andersen

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

- 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.
- 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.



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave. Peoria, AZ 85345 Telephone: (623) 773-7115 Fax: (623) 773-7118

Solicitation No: P07-0050 Page 1 of 1 Description Air Testing of Water Reclamation Facilities Amendment No Four (4) Date 8/6/2009

Buyer: Terry Andersen

ACON16907D, P07-0050 is being amended to reduce the number of tests performed from quarterly to annual testing with the contract rates remaining the same.

Additional monitoring and/or evaluation will be conducted on as needed basis when specifically required by the City. Costs of such additional work will be charged based on contracts rates

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

Edward Lamb 8/14/09 Edward Lamb LambTech Signature Date Typed Name and Title Company Name

P O Box 6117 Chino Valley AZ 86323 Address City State Zip Code

Attested by Rhonda Simmons For Mary Jo Kief, City Clerk

Robin Bain 8-7-09 Requested by Robin Bain, Water Resources Manager

Terry Andersen Recommended by Terry Andersen, Buyer I Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed August 21, 2009, at Peoria, Arizona Herman F Koebergen, Materials Manager



CC Number ACON16907D Contract Number Official File

City Seal

(Rev 02/01/08)



CONTRACT AMENDMENT

Materials Management Procurement 8314 W. Cinnabar Ave. Peoria, AZ 85345 Telephone: (623) 773-7115 Fax: (623) 773-7118

Solicitation No: P07-0050 Page 1 of 1 Description: Air Testing of Water Reclamation Facilities Amendment No: Ext #3 Amend 5 Date: 01/15/10

Buyer: Terry Andersen

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/27/10. Extension Three (3)

The New Contract Term is:

Contract Term: 03/28/10 to 03/27/11

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

Signature of Edward Lamb dated 1/22/10

Edward Lamb Typed Name and Title

LambTech Company Name

P.O. Box 6117 Address

Chino Valley City

AZ State

86323 Zip Code

Attested by:

Signature of Mary Jo Waddell

Mary Jo Waddell, City Clerk

Signature of Arthur Joruli dated 1/20/10

Requested by:

Signature of Terry Andersen

Recommended by:

Ellen Van Riper, Assistant City Attorney

Signature of Ellen Van Riper Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

February 2, 2010, at Peoria, Arizona.

Signature of Herman F. Koebergen

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON16907E

Contract Number:

Official File

A CON 16907E



# 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. P07-0050 Page 1 of 1  
Description: Air Testing of Water Reclamation Facilities  
Amendment No. Ext #4 Amend 6 Date: 11/23/10

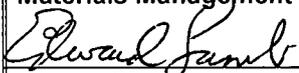
Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 03/27/11. **CONTRACT EXTENSION FOUR (4) LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM:

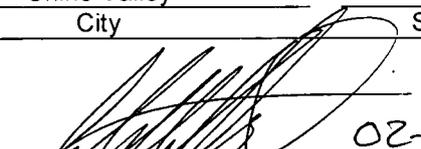
**Contract Term: 03/28/11 to 03/27/12**

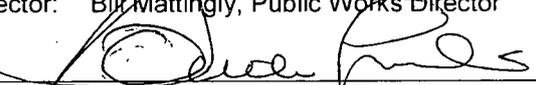
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

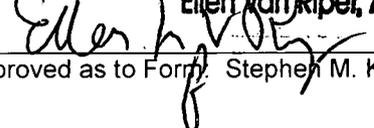
	<u>2/4/11</u>	Edward Lamb	Lamb Tech
Signature	Date	Typed Name and Title	Company Name
P.O. Box 6117	Chino Valley	AZ	86323
Address	City	State	Zip Code

Attested By: 

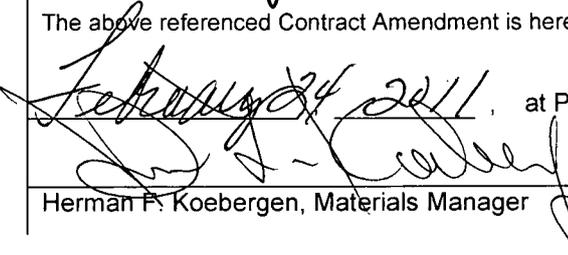
City Clerk

Director:  02-16-2011  
Bill Mattingly, Public Works Director

Requestor:  Art Lomeli, Utilities Operations Manager  
 Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

 02/24/2011 at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

Copyright 2003 City of Peoria, Arizona  
(Rev 01/05/09)

Official File