

**ORIGINAL**



**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: P06-0057 Page 1 of 12  
Description: Facilities Supplies & Services  
Amendment No: Five (5) Date: 7/21/2010

Buyer: Christine Finney, CPPB

The above referenced Contract is hereby amended as follows:

- I. Contract Price Sheet, Pages 20, 25 & 27, are hereby amended to allow an increase in the hourly labor rates, for federally funded projects only. Contractor to submit rates on a project-by-project basis, upon the request of the City for a federally funded project.
- II. Contract Special Terms and Conditions, Page 14, are hereby amended to ADD section 43, Federal Contracting Provisions, which comply with the applicable statutes and regulations governing the U.S. Department of Housing & Urban Development Regulations and the American Recovery and Reinvestment Act (ARRA) Sec. 1605 and ARRA Sec. 1606. These provisions shall only apply if the individual project assigned to the Contractor is utilizing Federal funds. The City will notify the Contractor of such a circumstance.

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

|   |                 |                                    |                                       |
|---|-----------------|------------------------------------|---------------------------------------|
| <i>Mark Grant</i><br>Signature  | 7-22-10<br>Date | Mark Grant<br>Typed Name and Title | GTI Contractors LLC<br>Company Name   |
| 515 S. 48 <sup>th</sup> Street, Suite 102<br>5016 S. Ash Ave., Suite 108<br>Address | Tempe<br>City   | AZ<br>State                        | 85281<br><del>85282</del><br>Zip Code |

Attested by:  
*Mary Jo Waddell*  
Mary Jo Waddell, City Clerk

*Carin Imig*  
Carin Imig, Neighborhood & Revitalization Administrator

*Christine Finney*  
Christine Finney, Buyer II

**Ellen Van Riper, Assistant City Attorney**



City Seal

CC Number

ACON17406E  
Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed  
*August 12 2010*  
at Peoria, Arizona.

*Herman F. Koebergen*  
Herman F. Koebergen, Materials Manager

(Rev 02/01/08)



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### A. Compliance Agreement

The City agrees to comply with the U.S. Department of Housing and Urban Development regulations in 24 CFR part 135, which implement Section 3 economic opportunities for low and very-low income persons. The City will include the following clause in all Section 3 covered contracts:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Special Provisions are added to comply with the Requirements for Contracts Utilizing Federally Funded Projects such as HUD and CDBG.

### B. Davis-Bacon Act -(40 U.S.C. §276a-276a-5)

All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of



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Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

### Davis-Bacon Act Contract Provisions

All Federal and federally assisted contracts subject to the Davis-Bacon and related acts must include the standard contract clauses included in Department of Labor regulations (29 CFR §5.5). These clauses are reprinted below [§5.5(a)(1)- §5.5©)].

### §5.5 Contract provisions and related matters

(a) The agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular



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weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) Except with respect to helpers as defined in 29 C.F.R. §5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(4) With respect to helpers as defined in 29 C.F.R. §5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the administrator for determination. The administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer within 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.



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(2)Withholding. The (write in name of federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;



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(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) *Apprentices and trainees*---(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wages rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determine that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater



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than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(iv)\*

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR §5.5(a)(1) through (10) and such other clauses as (write in the name of the federal agency) may be appropriate or as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR §5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR §5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR §5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6,and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The agency head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

\*§ 5.5 (a)(4)(iv) removed. See June 26, 1992.



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*Federal Register.*

*These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.*

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the agency head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wage paid. Further, the agency head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**C. Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):**

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains



## CONTRACT AMENDMENT

Solicitation No: P06-0057 Page 9 of 12  
Description: Facilities Supplies & Services  
Amendment No: Five (5) Date: 7/21/2010

### 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: Christine Finney, CPPB

provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State. **PROOF OF COMPLIANCE WILL BE REQUIRED PRIOR TO NOTICE TO PROCEED.**

**D. Whistleblower Protections Under The ARRA:**

- (a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).
- (b) The Contractor shall require that this provision be included in all subcontracts.

**E. Reporting Requirements under the ARRA:**

- (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (c) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov):
  - (1) The City of Peoria contract and order number, as applicable.
  - (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
  - (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
  - (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—



## CONTRACT AMENDMENT

Solicitation No: P06-0057 Page 10 of 12  
Description: Facilities Supplies & Services  
Amendment No: Five (5) Date: 7/21/2010

### 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: Christine Finney, CPPB

- (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Record (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
- (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
- (A) In the subcontractor's preceding fiscal year, the subcontractor received—
- (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and



## CONTRACT AMENDMENT

Solicitation No: P06-0057 Page 11 of 12  
Description: Facilities Supplies & Services  
Amendment No: Five (5) Date: 7/21/2010

**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: Christine Finney, CPPB

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**F. Central Contractor Registration Required:**

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Record (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

**G. OMB Advisory M-10-02 for Federal Contracts:**

OMB Advisory M-10-02 for Federal Contracts complying with section 163 of the Continuing Resolution regarding the Association of Community Organizations for Reform Now (ACORN) applies to all Federal grant and contract recipients. Specifically, No funding of ACORN and its affiliates as subgrantees, subcontractors, or other subrecipients through Federal grantees or contractors.

(a) Do not provide Federal funds to ACORN or its affiliates as subgrantees, subcontractors or other subrecipients, consistent with this guidance.

(b) You are to notify the City of Peoria of any existing subgrants, subcontracts or other subrecipient agreements with ACORN or its affiliates and how your company is planning to comply with the prohibition with respect to those subgrants, subcontracts or subrecipient agreements.

**H. Contract Work Hours and Safety Standards Act -- Overtime Compensation. (Jul 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required



## CONTRACT AMENDMENT

Solicitation No: P06-0057      Page 12 of 12  
Description: Facilities Supplies & Services  
Amendment No: Five (5)      Date: 7/21/2010

**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: Christine Finney, CPPB

or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

I. Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.



# CONTRACT AMENDMENT

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

Solicitation No: **P06-0057** Page 1 of 1  
Description: Facilities Supplies & Services  
Amendment No: Four (4) Date: 01/22/10

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 3/20/10. **LAST YEAR OF TERM CONTRACT**

**Contract Term: 3/21/10 to 3/20/11**

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

Mark Grant      2-1-2010      Mark Grant      GTI Contractors, Inc.  
Signature      Date      Typed Name and Title      Company Name

5016 S. Ash Ave, Suite 108      Tempe      AZ      85282  
Address      City      State      Zip Code

Attested by:

Mary Jo Waddell  
Mary Jo Waddell, City Clerk

Walt Begley  
Requested by: Walt Begley, Facilities Manager

Lisa Houg  
Recommended by: Lisa Houg, Contract Officer

**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
Herman F. Koebergen, 2010, at Peoria, Arizona.

Herman F. Koebergen  
Herman F. Koebergen, Materials Manager



CC Number

ACON 17406D

Contract Number:

Official File

City Seal

07080



# CONTRACT AMENDMENT

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

Solicitation No: P06-0057      Page 1 of 2  
Description: Facilities Supplies & Services  
Amendment No: Three (3)      Date: 1/9/09

Buyer: Lisa Houg

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 03/21/09 to 03/20/10.**
- 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.

|                             |         |                      |                             |
|-----------------------------|---------|----------------------|-----------------------------|
|                             | 4/15/09 | Mark Grant           | GTI Contractors <i>LLC.</i> |
| Signature                   | Date    | Typed Name and Title | Company Name                |
| 5016 S. Ash Ave., Suite 108 | Tempe   | AZ                   | 85282                       |
| Address                     | City    | State                | Zip Code                    |

Attested by:  
  
Mary Jo Kief, City Clerk

Requested by:  
  
Recommended by:

**Ellen Van Riper, Assistant City Attorney**

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

The above referenced Contract Amendment is hereby Executed  
  
2/5/09, at Peoria, Arizona.

Herman F. Kobergen, Materials Manager



City Seal

|                  |
|------------------|
| CC Number        |
| ACON17406C       |
| Contract Number: |
| Official File    |

**A CON 17406C**



# CONTRACT AMENDMENT

Solicitation No: P06-0057 Page 2 of 2  
Description: Facilities Supplies & Services  
Amendment No: Three (3) Date: 1/09/09

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

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: **P06-0057**

Page 1 of 1

Description: Facilities Supplies & Services

Amendment No: Two (2)

Date: 01/07/08

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 3/20/08.

**Contract Term: 3/21/08 to 3/20/09**

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

|           |         |                      |  |
|-----------|---------|----------------------|--|
|           | 1-14-08 | Mark Grant           | GTI Contractors, <del>INC</del> <sup>LLC</sup> |
| Signature | Date    | Typed Name and Title | Company Name                                   |

5016 S. Ash Ave, Suite 108

Address

Tempe

City

AZ

State

85282

Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

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

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

The above referenced Contract Amendment is hereby Executed  
Feb 4, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 17406B

Contract Number:

Official File

A CON 17406B

SCANNED



# CONTRACT AMENDMENT

**Materials Management  
Procurement**

8314 W. Cinnabar Ave.  
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **P06-0057** Page 1 of 1

Description: Facilities Supplies & Services

Amendment No: One (1) Date: 12/08/06

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 3/20/07.

**Contract Term: 3/21/07 to 3/20/08**

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

|   |          |                      |                       |
|---|----------|----------------------|-----------------------|
|  | 12-19-06 | Mark Grant           | GTI Contractors, Inc. |
| Signature   | Date     | Typed Name and Title | Company Name          |

5016 S. Ash Ave, Suite 108

Tempe

AZ

85282

Address

City

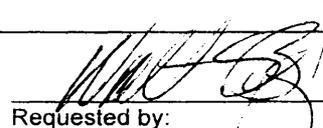
State

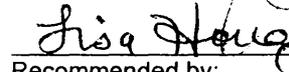
Zip Code

Attested by:

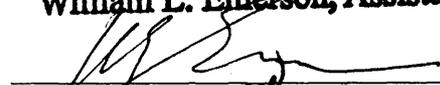


Mary Jo Kief, City Clerk

  
Requested by:

  
Recommended by:

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

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

The above referenced Contract Amendment is hereby Executed  
 2006, at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 17406A

Contract Number:

Official File



# City of Peoria, Arizona Notice of Invitation for Bid



Invitation for Bid No: **P06-0057** Bid Due Date: **February 23, 2006**  
 Materials and/or Services: **Facilities Supplies & Services** Time: **2:00 P.M. MST**  
 Contact: **Kimberley Benedict**  
 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 bids 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. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids 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 bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the invitation for bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package.

**To the City of Peoria:**

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

Arizona Transaction (Sales) Privilege Tax License Number: 07-483568-N

For clarification of this offer contact:  
Name: GTI Contractors, Inc.

Federal Employer Identification Number: 86-0763420

Telephone: 602-426-1010 Fax: 602-426-1011

Company Name: Grant Tenant Improvements DBA: GTI Contractors, Inc.

Authorized Signature for Offer: [Signature]

Address: 5016 S. Ash Ave., Suite 108

Printed Name: Mark M. Grant

City: Tempe State: AZ Zip Code: 85282

Title: President

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by: [Signature]  
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: March 21, 2006  
App: William L. Emerson, Deputy City Attorney

CC

[Signature]  
Stephen M. Kemp, City Attorney

ACON 17406  
Contract Number

Awarded on March 20, 2006

Official File

[Signature]  
Herman F. Kobergen, Materials Manager



P06-0057

|  |  |  |
|--|--|--|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |  | DATE (MM/DD/YYYY)<br>03/30/2006  |
| PRODUCT: (602)277-5555      FAX (602)265-9763<br>Union Life & Casualty Insurance Agency<br>5225 N Central Avenue Ste 110<br>Phoenix, AZ 85012-1495 |  | <b>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.</b> |
|  |  |  |
| INSURED GTI Contractors, Inc.<br>5016 S. Ash Avenue<br>Suite 108<br>Tempe, AZ 85282  |  | INSURER A: Nationwide Mutual Ins Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>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 | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|------|-------|--|---------------|----------------------------------|-----------------------------------|--|
| A    |       | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Per Job Aggregate<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | ACP7201813657 | 05/10/2005                       | 05/10/2006                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A    |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | ACP7201813657 | 05/10/2005                       | 05/10/2006                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|      |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| A    |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 0  | ACP7201813657 | 05/10/2005                       | 05/10/2006                        | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000   |
|      |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|      |       | <b>OTHER</b>   |               |                                  |                                   |  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 RE: P06-0057, Facilities Supplies & Services - City of Peoria, its agents, representative, officers, directors, officials and employees are named as additional insured as respects interest under above described contract.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>City of Peoria<br>Attn: Kimberley Benedict<br>8401 W. Monroe Street<br>Peoria, AZ 85345 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.<br>AUTHORIZED REPRESENTATIVE <i>Dan Childers</i><br>Dan Childers/BARB |
|--|--|

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# INVITATION FOR BID

## INSTRUCTIONS TO BIDDER

### Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

#### 1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids 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 bid 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 bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid 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 *Invitation For Bid* 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 Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* 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 *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* 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 *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* 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 *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

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

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

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid 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 bid 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 bid 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 *Invitation For Bid*, 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 *Invitation For Bid*, The City expressly reserves the right to:
  - i. Waive any immaterial defect or informality; or
  - ii. Reject any or all bids, or portions thereof, or
  - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids 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 *Invitation For Bid*; 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 Street  
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 stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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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.



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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.

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.



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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.
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.



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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. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **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: **P06-0057**

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
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 **Facilities Supplies and Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. 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. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **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.
6. **Contract Type:** Term with Justifiable Price Adjustment Allowed Indefinite Quantity
7. **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.
8. **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.
9. **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.
10. **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.
11. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.



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Fax: (623) 773-7118

12. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
13. **Delivery:** Delivery shall be made within seven (7) days of receipt of a purchase order.
14. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
15. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
16. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
17. **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.



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18. **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.

If required by this Contract the 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.

19. **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.



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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.

20. **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.
21. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.

22. **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.

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.



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23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an 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.
- 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.
  - 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.
24. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **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.
- 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.
27. **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.
28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.



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- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
31. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
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. **Samples:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City of Peoria Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
34. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
35. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
36. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
37. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
38. **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.



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- 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.
39. **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.
40. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
41. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
42. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
  - If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



## SPECIFICATIONS

Solicitation Number: **P06-0057**

### Materials Management Procurement

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### **I. PURPOSE**

The City of Peoria intends to establish multiple contracts with qualified contractors to provide facilities supplies and services.

### **II. SCOPE**

The following supplies and services shall be provided on an as needed basis:

- A. Heating and Air Conditioning
- B. Coolers
- C. Locksmith
- D. Existing Building Construction/Remodeling
- E. Roof Repair
- F. Cement Finishing
- G. Cement Block and Brick Laying
- H. Plumbing Supplies
- I. Doors
- J. Electrical
- K. Painting
- L. Access Control Equipment

### **III. REPAIR WARRANTIES**

Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs warranted for a minimum of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City. Any replacement parts that fail during the warranty period shall be replaced at no charge to the City including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

### **IV. REPAIR AND REPLACEMENT PARTS**

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s).

### **V. WORKMANSHIP**

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.



## SPECIFICATIONS

Solicitation Number: **P06-0057**

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#### VI. LABOR RATES

Labor rate will start upon arrival at a job site and end upon completion of work that day at job site. The City will not be charged portal to portal rates or additional charges for service calls. All jobs are expected to require one (1) service person. Authorized City representative must approve of multiple service people before the work is started.

#### VII. GOVERNING LAWS

The Contractor shall be responsible for complying with the Peoria Building Safety Codes, the City of Peoria Fire code, and all other governing codes, permits, rules, laws, regulations, and statutes pertaining to the work being performed.

#### VIII. FINAL INSPECTION AND APPROVAL

The Contractor shall request the project manager to conduct a site inspection after the project is complete. The project manager may prepare a "punch list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

#### IX. SUBCONTRACTORS

**NO** subcontractors shall be used on projects.

#### X. CLEANING

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish and debris shall be disposed of by the Contractor at the Contractor's expense.

The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the project manager will be consulted.

#### XI. SECURITY

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

#### XII. BACK ORDERS

All back orders must have the prior approval of the City representative placing the order. The City will not accept delivery of back orders without this prior approval to back order.



# PRICE SHEET

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### HEATING AND AIR CONDITIONING

*No bid*

| <u>Description</u>  | <u>Manufacturer &amp; Part #</u> | <u>Mfg Suggested Price</u> | <u>Discount</u> | <u>City of Peoria Price</u> |
|---|----------------------------------|----------------------------|-----------------|-----------------------------|
| <b>A/C Motors/<br/>Compressors</b>                                      |                                  |                            |                 |                             |
| 1/3 HP, 220V, 2 Speed   | _____                            | _____                      | _____           | _____                       |
| 1/3 HP, 220V, In Dove   | _____                            | _____                      | _____           | _____                       |
| 1/2 HP, 220V, Out Dove  | _____                            | _____                      | _____           | _____                       |
| 3 Ton Compressor  | _____                            | _____                      | _____           | _____                       |
| 4 Ton Compressor  | _____                            | _____                      | _____           | _____                       |
| 5 Ton Compressor  | _____                            | _____                      | _____           | _____                       |
| <b>Complete A/C Units:</b>  |                                  |                            |                 |                             |
| Carrier 3 – 5 Ton<br>Heat Pumps   | _____                            | _____                      | _____           | _____                       |
| Trane 3-5 Ton<br>Heat Pumps   | _____                            | _____                      | _____           | _____                       |
| Goettle 3-5 Ton<br>Heat Pumps   | _____                            | _____                      | _____           | _____                       |
| York 3-5 Ton<br>Heat Pumps  | _____                            | _____                      | _____           | _____                       |
| McQuay 3-5 Ton<br>Heat Pumps  | _____                            | _____                      | _____           | _____                       |
| <b>Gas Heat Packs:</b>  |                                  |                            |                 |                             |
| 25,000 BTU Cooling,<br>38,000 BTU Heating, 208-230 Vac 1PH,<br>60 Cycle | _____                            | _____                      | _____           | _____                       |
| <b>Labor:</b> Workdays (M-F) 8 a.m.- 5:00 p.m.                          |                                  | \$ _____                   | per hour        |                             |
| Weekends and After Hours  |                                  | \$ _____                   | per hour        |                             |
| Holidays  |                                  | \$ _____                   | per hour        |                             |



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### COOLERS

*No bid*

| <u>Description</u>                             | <u>Manufacturer &amp; Part #</u> | <u>Mfg Suggested Price</u> | <u>Discount</u> | <u>City of Peoria Price</u> |
|--|----------------------------------|----------------------------|-----------------|-----------------------------|
| <b>Motors:</b>                                 |                                  |                            |                 |                             |
| ¾ HP, 460 Volts,<br>2 Speed, Frame 48          | _____                            | _____                      | _____           | _____                       |
| ¾ HP, 220, 2 Speed<br>All Copper, Frame 48     | _____                            | _____                      | _____           | _____                       |
| ½ HP, 220, 2 Speed<br>All Copper Frame 48      | _____                            | _____                      | _____           | _____                       |
| ¾ HP, 115V, 2 Speed<br>All Copper, Frame 56    | _____                            | _____                      | _____           | _____                       |
| ½ HP, 115V, 2 Speed<br>All Copper, Frame 56    | _____                            | _____                      | _____           | _____                       |
| <b>Pumps:</b>                                  |                                  |                            |                 |                             |
| 6500 CFM, 115 V                                | _____                            | _____                      | _____           | _____                       |
| 6500 CFM, 230V                                 | _____                            | _____                      | _____           | _____                       |
| <b>Belts:</b>                                  |                                  |                            |                 |                             |
| A-41   | _____                            | _____                      | _____           | _____                       |
| A-43   | _____                            | _____                      | _____           | _____                       |
| A-55   | _____                            | _____                      | _____           | _____                       |
| B-63   | _____                            | _____                      | _____           | _____                       |
| B-65   | _____                            | _____                      | _____           | _____                       |
| 4L-440   | _____                            | _____                      | _____           | _____                       |
| <b>Complete Cooler Units:</b>                  |                                  |                            |                 |                             |
| Master Cool, 5,500 CFM<br>½ HP, 120 or 220 VAC | _____                            | _____                      | _____           | _____                       |

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m.      \$ \_\_\_\_\_ per hour

Weekends and After Hours                              \$ \_\_\_\_\_ per hour

Holidays    \$ \_\_\_\_\_ per hour



# PRICE SHEET

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### LOCKSMITH

*No bid*

| <u>Description</u>                           | <u>Manufacturer &amp; Part #</u> | <u>Mfg Suggested Price</u> | <u>Discount</u> | <u>City of Peoria Price</u> |
|--|----------------------------------|----------------------------|-----------------|-----------------------------|
| <b>Interchangeable Core Locking Systems:</b> |                                  |                            |                 |                             |
| Uncombined Core<br>5,6,7 (New)               | _____                            | _____                      | _____           | _____                       |
| New Pinned Core with<br>2 Keys               | _____                            | _____                      | _____           | _____                       |
| Repinned Core with<br>2 Keys (Shop)          | _____                            | _____                      | _____           | _____                       |
| Repinned Core with<br>2 Keys (On Site)       | _____                            | _____                      | _____           | _____                       |
| Dead Bolt L/C                                | _____                            | _____                      | _____           | _____                       |
| Lever Lock L/C                               | _____                            | _____                      | _____           | _____                       |
| Cut Keys Stamped<br>and Coded                | _____                            | _____                      | _____           | _____                       |

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m.      \$ \_\_\_\_\_ per hour  
Weekends and After Hours                              \$ \_\_\_\_\_ per hour  
Holidays    \$ \_\_\_\_\_ per hour

The Contractor offers \_\_\_\_\_ hour(s) response after receiving notification by the City.



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### EXISTING BUILDING CONSTRUCTION/REMODELING

Work may consist of one or more of the following areas including but not limited to: Electrical, plumbing, drywall, carpentry, and flooring.

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

Material Cost Cost Plus 10 %

Labor: Workdays (M-F) 8 a.m.- 5:00 p.m. \$ 40<sup>00</sup> per hour

Weekends and After Hours \$ 60<sup>00</sup> per hour

Holidays \$ 60<sup>00</sup> per hour

### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: Grant Tenant Improvements  
DBA: GTI Contractors, Inc.

Commercial Class: B-01 Commercial License No.: ROC 124275

Expiration Date: June 2007

Residential Class: N/A License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P06-0057**

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

ROOF REPAIR

*No bid*

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

**Material Cost** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m. \$ \_\_\_\_\_ per hour

Weekends and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

Commercial Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Residential Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### CEMENT FINISHING

*No bid*

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

**Material Cost** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m. \$ \_\_\_\_\_ per hour

Weekends and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

Commercial Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Residential Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P06-0057**

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

**CEMENT BLOCK AND BRICK LAYING**

*No bid*

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

**Material Cost** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m. \$ \_\_\_\_\_ per hour

Weekends and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

Commercial Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Residential Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### PLUMBING SUPPLIES

*No bid*

| <u>Description</u>     | <u>Manufacturer &amp; Part #</u> | <u>Mfg Suggested Price</u> | <u>Discount</u> | <u>City of Peoria Price</u> |
|------------------------|----------------------------------|----------------------------|-----------------|-----------------------------|
| Wood Ford Wall Hydrant | _____                            | _____                      | _____           | _____                       |
| Packing Nut Assembly   | _____                            | _____                      | _____           | _____                       |
| Yoke Nut Assembly      | _____                            | _____                      | _____           | _____                       |
| Head Assembly          | _____                            | _____                      | _____           | _____                       |
| Diaphragm              | _____                            | _____                      | _____           | _____                       |
| Vac Breaker Kit        | _____                            | _____                      | _____           | _____                       |

| <u>Manufacturer:</u> | <u>% Discount Offered</u> |
|----------------------|---------------------------|
| Sloan                | _____                     |
| Delayne              | _____                     |
| Airtrol              | _____                     |
| Accorn               | _____                     |
| Eljer                | _____                     |



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P06-0057**

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

**DOORS**

Work may consist of one or more of the following areas including but not limited to: Automatic roll-up doors, automatic bi-fold garage doors, exterior wood and metal garage doors and fire bay doors.

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid.

**Material Cost** Cost Plus 10 %

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m. \$ 40<sup>00</sup> per hour

Weekends and After Hours \$ 60<sup>00</sup> per hour

Holidays \$ 60<sup>00</sup> per hour

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: Grant Tenant Improvements  
DBA: GTI Contractors, Inc.

Commercial Class: B-01 Commercial License No.: ROC 124/275

Expiration Date: June 2007

Residential Class: N/A License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### ELECTRICAL

*No bid*

Work may consist of one or more of the following areas including but not limited to: Electrical, up to 600 volts, commercial and residential wiring, parking lot lighting, service and new construction.

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

**Material Cost** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 8 a.m.- 5:00 p.m. \$ \_\_\_\_\_ per hour

Weekends and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

Commercial Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Residential Class: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### PAINTING

Work may consist of one or more of the following areas including but not limited to: Exterior/Interior wood, metal, drywall and block surfaces.

For repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this invitation for bid:

Material Cost

Cost Plus 10 %

Labor: Workdays (M-F) 8 a.m. - 5:00 p.m.

\$ 40<sup>00</sup> per hour

Weekends and After Hours

\$ 60<sup>00</sup> per hour

Holidays

\$ 60<sup>00</sup> per hour

### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name:

Grant Tenant Improvements  
DBA: GTI Contractors, Inc.

Commercial Class:

B-01 Commercial

License No.:

ROC 124275

Expiration Date:

June 2007

Residential Class:

N/A

License No.:

Expiration Date:



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

### ACCESS CONTROL EQUIPMENT

*No bid*

| <u>Description</u>                                     | <u>Manufacturer &amp; Part #</u> | <u>Mfg Suggested Price</u> | <u>Discount</u> | <u>City of Peoria Price</u> |
|--|----------------------------------|----------------------------|-----------------|-----------------------------|
| Lenel Intelligent System Controller<br>Model LNL-500   | _____                            | _____                      | _____           | _____                       |
| Lenel Single Reader Interface Module<br>Model LNL-1300 | _____                            | _____                      | _____           | _____                       |
| Lenel Dual Reader Interface Module<br>Model LNL-1320   | _____                            | _____                      | _____           | _____                       |
| Lenel Proximity Reader – LenelProx<br>Model LPSP-6820  | _____                            | _____                      | _____           | _____                       |
| Mortise Lock for 12 VDC Operation<br>Model MUNL-12     | _____                            | _____                      | _____           | _____                       |
| Genesis Electric Strike Faceplate<br>Model 9600        | _____                            | _____                      | _____           | _____                       |
| Smart Pac II In-Line Power Controller<br>Model 2005    | _____                            | _____                      | _____           | _____                       |



# QUESTIONNAIRE

## Materials Management Procurement

Solicitation Number: **P06-0057**

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

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

1. Company: City of Tempe  
Contact: Lisa Goodman, Procurement Officer  
Address: P.O. Box 5002  
Tempe, AZ 85280  
Phone: 480.350.8533
  
2. Company: Scottsdale Property Management  
Contact: Garry Jesteadt  
Address: 9495 E. San Salvador  
Scottsdale, AZ  
Phone: 480.860.2000
  
3. Company: Rreff Property Management  
Contact: Cathy Obermiller  
Address: 4050 E. Cotton Center Blvd., Suite 14  
Phoenix, AZ 85040  
Phone: 602.468.6800



## QUESTIONNAIRE

### Materials Management Procurement

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

Solicitation Number: **P06-0057**

**Bidders are to indicate below any exceptions they have taken to the Specifications:**

*None*



## QUESTIONNAIRE

### Materials Management Procurement

Solicitation Number: **P06-0057**

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

**Attach a copy of your Contractor's License to your bid submittal.**

*Attached*

**Attach a copy of your Business License to your bid submittal.**

*Attached*

# STATE OF ARIZONA

## Office of the Registrar of Contractors

This is to Certify that:

GRANT TENANT IMPROVEMENTS G T I CONTRACTORS INC

formerly known as G T I CONTRACTORS INC (GRANT TENANT IMPROVEMENTS DBA)

is the holder of a Class B-01 license. Issued on the 11th day of June, 1997,  
which permits the Licensee to pursue the business of

Commercial GENERAL COMMERCIAL CONTRACTOR

in the State of Arizona under LICENSE No.: ROC124275

This further Certifies that the request for change in business name is hereby  
granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona,  
on the 14th day of July, 2005.

\*\*\* NAME CHANGE \*\*\*



  
\_\_\_\_\_  
Director

|                |
|----------------|
| Account Number |
| 12407          |



2006

Valid until 12/31/2006  
unless revoked

## Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria  
subject to the provisions of the Peoria City Code, Chapter 12

**Post in a Conspicuous Place**  
**Non-Transferable**

Business Address:

GTI CONTRACTORS INC  
5016 S ASH AV #108  
TEMPE AZ 85282-6845



GTI CONTRACTORS INC  
5016 S ASH AV #108  
TEMPE AZ 85282-6845

02

A handwritten signature in cursive script that reads "Russell E. Young".

Russell Young, Tax & License Supervisor



ARIZONA DEPARTMENT OF REVENUE  
LICENSE & REGISTRATION SECTION

1600 WEST MONROE  
PHOENIX, ARIZONA 85007-2650

MUST BE  
DISPLAYED IN A  
CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE  
-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 5, ARTICLE 1.

ISSUED  
TO

GTI CONTRACTORS INC  
C/O LESLIE C GRANT  
4001 E BROADWAY RD # 2-19  
PHOENIX AZ 850408819

07-483568-N

ALL communications  
and Reports MUST  
REFER to this  
LICENSE NO.

015 BUSINESS CODE

10-01-1994

EFFECTIVE DATE

(DBA) GRANT TENANT IMPROVEMENTS  
4001 E BROADWAY RD #8-19  
PHOENIX AZ 85040

(REISSUE) 10-19-2001

PRINT DATE



[:: FAQs](#) [:: Contact Us](#)

**OPTIONS**

## AZTaxes.gov License Verification

**Home**

**Registration**

**License Verification**

**Help**

Enter the eight digit transaction privilege tax license number that you would like to verify. After entering the number, click Submit.

|   |                                       |
|---|---------------------------------------|
| Transaction Privilege Tax License Number: | <input type="text" value="07483568"/> |
|---|---------------------------------------|

**Submit**

The number **07483568** is a valid Arizona transaction privilege tax license number as of **02/22/2006 12:24 PM**.

[Print this page](#)



## QUESTIONNAIRE

### Materials Management Procurement

Solicitation Number: **P06-0057**

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

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

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

Merge ID: 33038  
Record ID: 39668

Muni Information:

Doc Reference Code: REC  
Doc Reference Desc: OFFICIAL RECORDS  
Document Date: 3/20/2006  
Item Reference:  
Action Code: A  
Action Description: ACTIVE  
Brief Description: CON GRANT TENANT IMPROVEMENTS/DBA GTI CONTRACTORS INC

Keywords

CONTRACT , ACON17406, P06-0057, GRANT TENANT IMPROVEMENTS, DBA, GTI CONTRACTORS, INC, CONTRACT #3, S CANNED,

General Tab

Expiration Date: 6/22/2006  
Continued Date:  
File Reference Number: 07080  
Name Referred:  
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105  
Retention Code Desc: 1 YR ACTIVE, 5 YRS INACTIVE  
Status:  
Storage Media:  
Storage Location: RIM  
Location Reference: 06576  
Active Month: 12  
Inactive Month: 60  
Permanent Record: 0

Additional Info

Creation Date: 3/23/2006 3:18:00 PM  
Creation User: MIRIAMA  
Last Modified Date: 3/23/2006 3:22:17 PM  
Last Modified User: MIRIAMA  
Master ID:

Database Reference Only

Action Code ID: 1  
Retention Code ID: 5  
CalcuFromExp: 0

Check Out History

Merge ID: 36035  
Record ID: 42916

Muni Information:

Doc Reference Code: REC  
Doc Reference Desc: OFFICIAL RECORDS  
Document Date: 1/5/2007  
Item Reference:  
Action Code: A  
Action Description: ACTIVE  
Brief Description: CON GRANT TENANT IMPROVEMENTS/DBA GTI CONTRACTORS INC

Keywords

CONTRACT AMENDMENT 1 , ACON17406A, P06-0057, GRANT  
TENANT IMPROVEMENTS, DBA, GTI CONTRACTORS, INC, C  
ONTRACT #3, CONTRACT EXTENSION, CONTRACT TERM: 3/2  
1/07 - 03/20/08, SCANNED,

General Tab

Expiration Date: 3/20/2008  
Continued Date:  
File Reference Number: 07080  
Name Referred:  
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105  
Retention Code Desc: 1 YR ACTIVE, 5 YRS INACTIVE  
Status:  
Storage Media:  
Storage Location: RIM  
Location Reference: 06576  
Active Month: 12  
Inactive Month: 60  
Permanent Record: 0

Additional Info

Creation Date: 1/8/2007 9:43:40 AM  
Creation User: MIRIAMA  
Last Modified Date: 1/8/2007 9:44:37 AM  
Last Modified User: MIRIAMA  
Master ID:

Database Reference Only

Action Code ID: 1  
Retention Code ID: 5  
CalcuFromExp: 0

Check Out History

Merge ID: 39958  
Record ID: 47122

Muni Information:

Doc Reference Code: REC  
Doc Reference Desc: OFFICIAL RECORDS  
Document Date: 2/4/2008  
Item Reference:  
Action Code: A  
Action Description: ACTIVE  
Brief Description: CON GRANT TENANT IMPROVEMENTS/DBA GTI CONTRACTORS INC

Keywords

CONTRACT AMENDMENT 2 , ACON17406B, P06-0057, GRANT  
TENANT IMPROVEMENTS, DBA, GTI CONTRACTORS, INC, C  
ONTRACT #3, CONTRACT EXTENSION, CONTRACT TERM: 03/  
21/08 - 03/20/09,

General Tab

Expiration Date: 3/20/2009  
Continued Date:  
File Reference Number: 07080  
Name Referred:  
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105  
Retention Code Desc: 1 YR ACTIVE, 5 YRS INACTIVE  
Status: Active  
Storage Media: PAPER  
Storage Location: RIM  
Location Reference: 06576  
Active Month: 12  
Inactive Month: 60  
Permanent Record: 0

Additional Info

Creation Date: 2/6/2008 10:32:26 AM  
Creation User: ANTHONY  
Last Modified Date: 2/6/2008 10:33:12 AM  
Last Modified User: ANTHONY  
Master ID:

Database Reference Only

Action Code ID: 1  
Retention Code ID: 5  
CalcuFromExp: 0

Check Out History



# CONTRACT AMENDMENT

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

Solicitation No: **P06-0057** Page 1 of 1  
 Description: Facilities Supplies & Services  
 Amendment No: Six (6) Date: 02/16/11

Buyer: Jennifer Miller

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 3/20/11. MONTH TO MONTH EXTENSION FIVE (5)

This contract is being extended on a month to month basis not to exceed 6 months

**Contract Term: 3/21/11 to 9/20/11**

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

|   |                |                      |                       |
|---|----------------|----------------------|-----------------------|
|   | <u>2-28-11</u> | Mark Grant           | GTI Contractors, Inc. |
| Signature                                       | Date           | Typed Name and Title | Company Name          |
| <u>515 S. 48<sup>th</sup> Street, Suite 102</u> | <u>Tempe</u>   | <u>AZ</u>            | <u>85281</u>          |
| Address   | City           | State                | Zip Code              |

Attested by:  
  
 Wanda Nelson, City Clerk

Director: Bill Mattingly, Public Works Director  
 Date: 02-23-2011  
 Dept/Rep: Walt Begley, Facilities Manager

Ellen Van Riper, Assistant City Attorney  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
March 10, 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number  
ACON 17406F  
 Contract Number:  
 \_\_\_\_\_  
 Official File