



CONTRACT AMENDMENT Change Order

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P10-0079 Page 1 of 1

Description: Park Restrooms Design

Amendment No. Five (5) Date: 4/16/15

Buyer: Jennifer Miller

Project No.: Agreement Date: 5/11/10
Project Description: Design Services Completion Date:
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions Phased Award

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$10,000
Total of previous change orders:	\$2,000
Original contract price plus previous change order(s):	\$12,000
The contract price due to this change order will be increased by:	\$2,000
The new contract price including this change order will be:	\$14,000

Contract Time Change: NA

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

Chad Billings 4/17/15 Chad Billings Dick & Fritsche Design Group
Signature Date Typed Name and Title Company Name

4545 E. McKinley Phoenix AZ 85008
Address City State Zip Code

Attested By:

[Signature]
City Clerk

[Signature] Andrew Granger Engineering Director

[Signature]
Project Manager: Ed Striffler

CC Number

ACON 24410 E
Contract Number

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

The above referenced Contract Amendment is hereby Executed

May 20 2015 at Peoria, Arizona

[Signature]
Dan Zenko, Materials Management Supervisor



City Seal:

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(Rev 08/21/12)CF

Official File

ACON 24410 E

April 10, 2015



Ed Striffler, Design and Construction Services Manager
City of Peoria
8401 W. Monroe St.
Peoria, Arizona 85345

RE: DFDG design services
City of Peoria Restroom Prototype Roof Design

ED: Thank you for the opportunity to submit this proposal to update the roof design for the City's prototype park restroom structure. Our proposal is based on maintaining the floor plan of the prototype and exploring different roof design options.

A. PROJECT SCOPE AND CRITERIA:

1. The City of Peoria will be looking for additional design options for the roof of the prototype restroom. This design work will be provided by an intern architect with oversight from a principal of the firm.
2. This proposal is an extension of contract solicitation number P10-0079. Refer to original proposal dated 5/6/2010 for additional terms and conditions.
3. The work is for preliminary design only and will include the following:
 - Client programming meeting;
 - Prepare a scope of services document;
 - Conceptual options development;
 - Research materials and detailing (of the mesh panels);
 - Client presentation & feedback;
 - Obtain cost estimate from contractor;
4. Construction Documents would be provided under separate agreement when the full prototype is updated in the future.

B. FEE PROPOSAL

- | | | |
|----|-------------------------------|---------|
| 1. | Total Proposal - Lump Sum Fee | \$2,000 |
|----|-------------------------------|---------|

Ed, please review this proposal and let me know if there are any questions or concerns. We look forward to working with you, and continuing to build our good relationship with the City of Peoria. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Billings', written in a cursive style.

Chad Billings, AIA
Principal



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N 85th Ave, 2nd Fl
 Peoria, AZ 85345
 Telephone (623) 773-7115
 Fax (623) 773-7118
 Buyer Jennifer Miller

Solicitation No P10-0079 Page 1 of 1
 Description Design Services for Park Restrooms
 Amendment No Four (4) Date 2/11/14

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/21/14 **CONTRACT EXTENSION THREE (3)**

The New Contract Term Is: 5/22/14 to 5/21/15

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

Robert L. Smith 2/25/14
 Signature Date Robert L. Smith, VP Dick & Fritsche Design Group
 Typed Name and Title Company Name
 4545 E McKinley Phoenix AZ 85008
 Address City State Zip Code

Attested By
Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

Andrew Granger
 Director Andrew Granger, Engineering Director
Ed Striffler
 Project Manager Ed Striffler, Design & Construction Mgr



CC Number
 ACON24410D
 Contract Number

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

The above referenced Contract Amendment is hereby Executed
 March 6, 2014, at Peoria, Arizona

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 (Rev 07/05/11) Official File

Dan Zenko
 Dan Zenko, Materials Management

ACON24410D



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Jennifer Miller

Solicitation No. P10-0079 Page 1 of 1
 Description: Design Services for Park Restrooms
 Amendment No. Three (3) Date: 3/6/13

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/21/13. **CONTRACT EXTENSION TWO (2)**

Contract Term: 5/22/13 to 5/21/14

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

[Signature] 3/14/13 Robert L. Smith, VP Dick & Fritsche Design Group
 Signature Date Typed Name and Title Company Name
 4545 E. McKinley Phoenix AZ 85008
 Address City State Zip Code

Attested By:

[Signature]
 City Clerk

[Signature]
 Director: Andrew Granger, Engineering Director
[Signature]
 Project Manager: Ed Striffler, Design & Construction Mgr.



CC Number
 ACON24410C
 Contract Number

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

The above referenced Contract Amendment is hereby Executed

[Signature] March 27, 2013 at Peoria, Arizona

[Signature]
 Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT Change Order

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P10-0079 Page 1 of 1
Description: Park Restrooms Design
Amendment No. Two (2) Date: 2/27/13

Buyer: Jennifer Miller

Project No.: Agreement Date: 5/11/10
Project Description: Design Services Completion Date:
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions Phased Award

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$10,000
Total of previous change orders:	\$0
Original contract price plus previous change order(s):	\$10,000
The contract price due to this change order will be increased by:	\$2,000
The new contract price including this change order will be:	\$12,000

Contract Time Change:

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

Robert L Smith 2/27/13 Robert L Smith Dick & Fritsche Design Group
Signature Date Typed Name and Title Company Name

4545 E. McKinley Phoenix AZ 85008
Address City State Zip Code

Attested By:

Heidi Blas
for City Clerk

Andrew Granger
Andrew Granger Engineering Director

Ed Striffler
Project Manager: Ed Striffler

CC Number
ACON 24410 B
Contract Number

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
March 27, 2013 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor



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Official File

A . CON 24410B

February 21, 2013



Ed Striffler, Design and Construction Services Manager
City of Peoria
8401 W. Monroe St.
Peoria, Arizona 85345

RE: DFDG design services
City of Peoria Restroom Prototype Update

ED: Thank you for the opportunity to submit this proposal to update the City's prototype park restroom structure. Our proposal is based on modifying the original drawings per revision notes provided by the City.

A. PROJECT SCOPE AND CRITERIA:

1. The City of Peoria will be using this prototype design in parks throughout the city. The template will include optional elevations and master legends that can be edited by the city to adapt to a specific site. Owner will be responsible for editing master legends at each installation.
2. This proposal is an extension of contract solicitation number P10-0079 for a period of 12 months. Refer to original proposal dated 5/6/2010 for additional terms and conditions. Hourly rates from original contract still apply for this extension period.
3. Prototype will be updated to 2011 or 2012 version of codes listed on cover sheet (as applies).
4. Additional revisions requested by owner on 1/31/13 will be incorporated into the drawings.

B. FEE PROPOSAL

- | | | |
|----|---|---------|
| 1. | Total Proposal - Lump Sum Fee | \$2,000 |
| 2. | Prototype Renewal* | \$1,000 |
| 3. | Prototype Revisions | Hourly |
| | <i>(Hourly Rates attached are valid for 2 years and subject to change thereafter)</i> | |

**Drawings will be re-sealed without cost if requested due to seal expiration for six (6) months after completion of drawings, unless there has been a revision to the codes.*

Ed, please review this proposal and let me know if there are any questions or concerns. We look forward to working with you, and continuing to build our good relationship with the City of Peoria. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Robert Smith'.

Robert Smith, AIA
Principal

Ed Striffler

From: Chad Billings [cbillings@dfdg.com]
Sent: Friday, February 22, 2013 10:04 AM
To: Ed Striffler
Subject: RE: Restroom Prototype

Structural was \$400 and plumbing was \$500 (both working on their job minimums). We tack on 10% to those which leaves me \$1010 to do my portion (8.5 hours). I have already spent 2 hours getting redlines from you and relaying that to the engineers. That leaves me 6.5 hours to pick up the redlines and make any corrections that come up in plan review.

Chad Billings, NCARB, LEED-AP BD+C

4545 East McKinley Street Phoenix, AZ 85008
602.954.9060 cbillings@dfdg.com www.dfdg.com
Direct Line: 602.761.5123

From: Ed Striffler [<mailto:Ed.Striffler@peoriaaz.gov>]
Sent: Friday, February 22, 2013 9:50 AM
To: Chad Billings
Subject: RE: Restroom Prototype

I'm thinking you're a little heavy on your fee for this one. How about giving me the unofficial breakdown of how much to who to help me understand.

Thanks,

EAS

From: Chad Billings [<mailto:cbillings@dfdg.com>]
Sent: Thursday, February 21, 2013 9:53 AM
To: Ed Striffler
Subject: Restroom Prototype

Ed,

Here is the restroom prototype proposal. I am submitting it as an extension to the original. We will be doing the work for \$2,000. If you need the drawings resealed after the initial set, that is the \$1,000 "renewal" fee. If you request the renewal within 6 months of the initial print due to expired seals, we will waive that fee.

Chad Billings, NCARB, LEED-AP BD+C



DICK & FRITSCHE DESIGN GROUP
Inspired Design | Solid Solutions | Proven Integrity

4545 East McKinley Street Phoenix, AZ 85008
602.954.9060 cbillings@dfdg.com www.dfdg.com
Direct Line: 602.761.5123



9875 N. 85th Avenue, Peoria, AZ 85345

Engineering Department

MEMORANDUM

Edward A. Striffler, RA, LEED AP
Design & Construction Manager

O (623) 773-7721
F (623) 773-7211

ed.striffler@peoriaaz.gov

DATE: February 26, 2013

TO: Jennifer Miller, Contract Administrator

SUBJECT: Design Services for Park Restrooms
ACON 24410 – Contract Amendment #2 – Prototype Refresh

Jennifer;

The following modifications to the Agreement, referred to herein as **Contract Amendment #2** to Dick & Fritsche Design Group is accepted by the Engineering Department and required for the implementation of the City Restroom Prototype on the upcoming Camino A Lago Neighborhood Park project:

2012 Series Code and Constructability Corrections and registrant seal update as per DFDG proposal dated February 21, 2013.

The total contract value shall be increased by a lumps sum of \$ 2,000.00.

CC: File



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

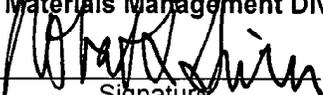
Buyer: Jennifer Miller

Solicitation No. P10-0079 Page 1 of 1
Description: Design Services for Park Restrooms
Amendment No. One (1) Date: 2/1/12

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 5/21/12.

Contract Term: 5/22/12 to 5/21/13

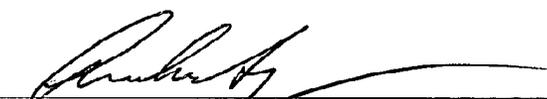
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>2/13/12</u>	Robert L. Smith, VP	Dick & Fritsche Design Group	
Signature	Date	Typed Name and Title	Company Name	
<u>4545 E. McKinley</u>		<u>Phoenix</u>	<u>AZ</u>	<u>85008</u>
Address		City	State	Zip Code

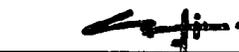
Attested By:



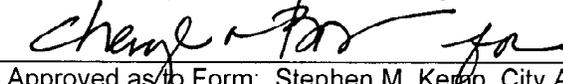
Wanda Nelson, City Clerk



Director: Andrew Granger, Engineering Director



Project Manager: Ed Striffler, Design & Construction Mgr.



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

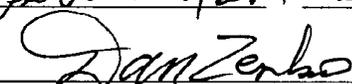


CC Number

ACON24410A
Contract Number

The above referenced Contract Amendment is hereby Executed

February 25, 2012 at Peoria, Arizona



Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 07/05/11)

Official File

A CON 24410A

ORIGINAL



City of Peoria, Arizona
Notice of Request for Proposal
for Professional Services



Request for Proposal No: P10-0079 Proposal Due Date: May 18, 2010
Services: Design Services for Park Restrooms Proposal Time: 5:00 P.M. AZ Time
Purchasing Agent: Jennifer Miller
Project No: CS various Location: City of Peoria, Materials Management Phone: (623) 773-7115
Mailing Address: 9875 N. 85th Ave., Peoria, AZ 85345

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

OFFER

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

For clarification of this offer contact:
Name: Dick & Fritzsche Design Group Telephone: 602 954 9400 Fax: 901 675 4
Company Name: DEAS B. McKinley Authorized Signature for Offer: Robert L. Smith
Address: PHOENIX AZ 85008 Printed Name: VP
City State Zip Code: Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in response to the City's Request for Proposal; and 3.) This written acceptance and contract award. As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

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

City of Peoria, Arizona. Effective Date: 5-22-10
Approved as to form: Ellen Van Riper, Assistant City Attorney
Stephen M. Kemp, City Attorney
Contract Awarded Date: May 21, 2010
Herman F. Koebergen, Materials Manager



CC: _____
Contract Number: ACN 24410
Official File: _____



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent 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 purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

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

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

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

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

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

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

9. **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.

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

11. AWARD OF CONTRACT:

a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar 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 Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Consultant 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 Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, 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 Consultant or any agent or representative of the Consultant, 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 Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

Contractor warrants, for the term of this agreement and for six months thereafter, that 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 Consultant 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 Consultant 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 Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.



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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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant 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 Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant'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 Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant'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 Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.
- 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 Consultant 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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods;



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lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.



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This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the 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:** Consultant 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. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **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 Consultant or any other person except with the prior written permission of the City.
28. **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.
29. **COST OF 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.
30. **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.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **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.
34. **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



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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.

35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS.** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **design revisions to City of Peoria prototype park restroom plans.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
9. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
10. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
11. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
12. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
13. **Document Ownership:** Original design notes, and original tracings of the plans, as instruments of service shall remain the property of the Consultant. The Consultant shall provide the City with duplicate reproducible of original tracings on stable base (mylar) material, and two (2) sets of prints of the final tracings, without cost to the City. Final as-built plans will be on 4 mil, 24 x 36" double matte non-wash off photo mylar with no adhesive or sticky back attached. Original field notes (survey) and copy of design calculations and computer disc of the same shall be provided to the City.



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14. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

15. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
16. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Insurance Requirements:** The Consultant, at Consultant'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 Consultant'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.



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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 Consultant'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 Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant 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 Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant'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.

21. Required Insurance Coverage:

a. Commercial General Liability

Consultant 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 00011207 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 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subcontracting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant'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 Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant 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 Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.



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c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant'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 Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. Professional Liability

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

22. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant'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.

23. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

24. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, 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 Consultant 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 Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is



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legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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 Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant 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 Consultant.

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

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant 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.

26. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:



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- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

28. **Confidentiality of Records:** The Consultant 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. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

29. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. 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 service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.

Any attempt to represent any 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 Consultant.

30. **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.

31. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

- a. The Consultant provides material that does not meet the specifications of the contract;
- b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P10-0079**

Materials Management Procurement

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

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

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.
32. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

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

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



SCOPE OF WORK

Solicitation Number: **P10-0079**

Materials Management Procurement

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

The following CIP project are included:

CS00123	Scotland Yard Park
CS00134	Centennial Plaza
CS00113	Palo Verde Park
CS00124	Vistancia Neighborhood Park #2
CS00095	Osuna Park



QUESTIONNAIRE

Solicitation Number: **P10-0079**

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

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

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

April 29, 2010
Revised May 6, 2010



Ed Striffler, Design and Construction Services Manager
City of Peoria
8401 W. Monroe St.
Peoria, Arizona 85345

RE: DFDG design services
City of Peoria Restroom Prototype

ED: Thank you for the opportunity to submit this proposal to update the City's prototype park restroom structure. Our proposal is based on the drawings and revision notes provided by the City.

A. PROJECT SCOPE AND CRITERIA:

1. The City of Peoria will be using this prototype design in parks throughout the city. The template will include optional elevations and master legends that can be edited by the city to adapt to a specific site. Owner will be responsible for editing master legends at each installation.
2. Initial CAD drawings of the current prototype including floor plans, elevations, details and site plans are assumed to be provided by the Owner. Owner shall provide proof of ownership of copyright or waiver from original Architect of copyright. *We understand the City of Peoria is pursuing the release of the previous Architect's drawing rights. If the City of Peoria indemnifies DFDG against any actions by the previous Architect, DFDG agrees to begin work immediately.*
3. Electrical engineering is not required and is excluded from this scope. Electrical panel schedules, one-line diagrams and other code required information will be provided at each installation by an Electrical Engineer contracted by the Owner.
4. Electrical information included in our work is lighting and power layout diagrams that will be used as a reference by the future electrical engineer. *Legends page will include a "fill in the blank" circuit number and panel schedule to be completed by electrical engineer for each project.*
5. Plumbing engineering is required and included in this proposal. Mechanical engineering is not required and is not included. *Engineer will evaluate current design and will only make changes if required by code or minimum standard of care.*

Plumbing Services include; domestic service hot and cold water including electric fired water heater(s), sanitary waste/vent systems and utilities extended to 5' outside the building envelope.

6. Structural engineering is required and will be included in this proposal. Structural notes and details will be provided on the Architectural drawings which will be stamped by the Architect and Structural Engineer. Structural Calculations will be included. Structural design will be based on a standard soil

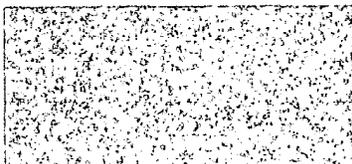
DICK & FRITSCHÉ DESIGN GROUP

Telephone 602.954.9060 • Facsimile 602.954.6954 • www.dfdg.com
4545 East McKinley Street, Phoenix AZ 85008

Architecture

Planning

Interiors



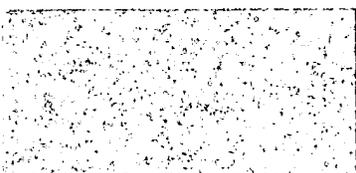
bearing capacity. The Owner will hire a geotechnical engineer to verify soil bearing capacity at each building location (See section B.4.d). *Engineer will evaluate current design and will only make changes if required by code or minimum standard of care.*

The logo for DFDG, consisting of the letters 'DFDG' in a stylized, bold, sans-serif font. The letters are black and have a slightly irregular, hand-drawn appearance.

7. The Owner will be provided with electronic files (PDF, DWF or TIFF). No printed documentation is included in this proposal. If prints are requested, they will be provided at cost plus 10%. *Upon completion of the prototype drawings, Owner may have access to DWG files for their use upon request.*

B. BASIC SERVICES:

1. **Initial Submittal.**
DFDG will update the drawings provided by the Owner based on the notes provided and as necessary to meet current building codes. This work is expected to take approximately two weeks once given authorization to proceed. DFDG will provide drawings in electronic format to the Owner to review and comment.
2. **Initial Permit Submittal.**
Owner will provide comments to DFDG from initial submittal. These corrections will be incorporated into the final submittal which will be submitted to the building official who will provide a plan review. This work is expected to take approximately one week from delivery of comments.
3. **Final Prototype.**
Building Official will provide comments on the set. DFDG will make any corrections requested by the Building Official and include in the final Prototype Drawings.
4. **Use of Prototype.**
The City of Peoria will own the right to use the Prototype Drawings at any location within the Peoria City Limits with the following qualifications.
 - a) Ownership of this right is not transferrable to any other entity and the structure cannot be created outside of the city without prior authorization.
 - b) The prototype can be used without limit on quantity for a period of 2 years from the signature date on the seal or until a registrant seal expires, whichever occurs first. Authorization term renews at each Project Renewal.
 - c) DFDG is not responsible for site conditions at any location. Site conditions will require a registered professional to document the Accessibility to the site and egress path from the building.
 - d) Owner must have Geotechnical Engineer provide confirmation that the soil bearing capacity of the site is compatible with the requirements noted on the Drawings.
5. **Prototype Renewal.**
DFDG and consultants will provide review of the drawings when requested by the City. Reviews will be required when a registrant seal expires or if the City of Peoria adopts any changes to the building code. If no revisions are required to the Drawings, a lump sum fee will be charged as indication in Section D. If the review determines that revisions to the drawings are necessary, DFDG will notify the Owner and Hourly Rates will apply.



C. EXCLUSIONS: The following services are not part of our Basic Services, and would be provided as Additional Services if required.

1. A change in the project scope, or making revisions to the design or drawings that are inconsistent with previously furnished information or approvals.
2. Record Drawings, as-builts, renderings or animations.
3. Environmental reports including, but not limited to, asbestos or lead abatement and removal.
4. Cost estimating or value engineering services.
5. Site specific documentation for any location the prototype is to be installed.



D. FEE PROPOSAL

1.	Total Proposal - Lump Sum Fee	\$10,000
2.	Prototype Renewal*	\$1,000
3.	Prototype Revisions	Hourly
	<i>(Hourly Rates attached are valid for 2 years and subject to change thereafter)</i>	

**Drawings will be re-sealed without cost if requested due to seal expiration for six (6) months after completion of drawings, unless there has been a revision to the codes.*

E. OTHER TERMS AND CONDITIONS

1. This proposal, if accepted, will become an exhibit to the formal contract between the client and DFDG. We recommend using the standard AIA contract form unless the client prefers to use a different contract.
2. Payment for professional services, additional services, reimbursable expenses, and other related fees will be invoiced on a monthly basis. Invoices that remain unpaid beyond 60 days of the invoice date will accrue a service charge at the rate of 1.0% per month.
3. In addition to the Fee for Professional Services, we would be reimbursed for direct expenses including the cost of printing, delivery service, travel and lodging for out-of-state consultants, CADD plotting, photography, long distance telephone and fax calls, auto mileage at \$0.55 per mile, and similar direct expense, multiplied by a factor of 1.10. We assume that all fees for permits, utility fees, and review by various agencies will be paid directly by the owner.
4. Additional Services, if authorized by the client, would be performed at our standard hourly rates or for a mutually agreeable fee. Additional services of consultants will be billed at the invoice cost multiplied by a factor of 1.10.
5. This fee proposal does not include sales taxes. In the event any governmental jurisdiction levies a sales or other tax on professional services, such tax would be calculated and added to the fee amount.
6. DFDG shall not be responsible for acts of the contractor, the owner, or any subcontractor or other entity outside of DFDG's control, including:
 - a. Default or non-performance, or failure to fulfill contract obligations.
 - b. Defects in materials or workmanship.

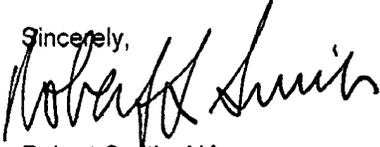


- c. Additional costs of change orders that are not specifically due to negligent errors or omissions on the part of the architect or electrical engineer.
- d. Work required due to unforeseen or existing conditions.
- e. Jobsite safety or environmental concerns.
- f. Actions or approvals by authorities having jurisdiction.
- g. Project scheduling or cost of construction.



- 7. The architect will retain original drawings, calculations and reports provided under the agreement for a period of 2 years following completion of design. This date will be adjusted at each Prototype Renewal. The Architect will send drawings to the Owner 2 years after final Renewal, and the owner will retain. *Upon completion of the prototype drawings, Owner may have access to DWG files for their use upon request.*
- 8. This Agreement may be terminated by either party at any time, in writing, with or without cause. In the event of termination, the client agrees to pay DFDG for all services performed up through the date of termination, whether or not such services have been fully completed, on a pro-rata or hourly basis, along with accrued reimbursable expenses. The client shall be provided with copies of any applicable work product for which DFDG has been paid.
- 9. In performing duties under this Agreement, DFDG shall exercise the generally accepted standard of care determined for Arizona for projects of similar scope and complexity.

Ed, please review this proposal and let me know if there are any questions or concerns. I We look forward to working with you, and continuing to build our good relationship with the City of Peoria. Thank you for your consideration.

Sincerely,


Robert Smith, AIA
 Principal

Accepted by City of Peoria:

 Authorized Signature

 Printed Name & Title

 Date



Dick & Fritsche Design Group

Standard Hourly Rate Schedule
Effective May 1, 2009

Senior Principal	\$160
Principal / Sr. Project Manager	\$140
Director of Interior Design	\$130
Project Manager	\$120
Project Architect / Sr. Designer	\$110
Project Designer / Planner	\$90
CADD Drafter	\$80
Junior Drafter / Junior Designer	\$67
Administrative Staff	\$58
Mechanical Engineer	\$125
Structural Engineer – Principal	\$150
Structural Engineer – Senior Engineer	\$115
Structural Engineer – Designer	\$75
Structural Engineer – Drafting	\$60
Reimbursable Expense Markup:	1.10
Markup for Subconsultants:	1.10