



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P08-0089**

Bid Due Date: **June 9, 2008**

Materials and/or Services: **Traffic Counts and Speed Studies**

Time: **2:00 P.M. AZ Time**

Contact: **Athena Bonner**

Location: **City of Peoria, Materials Management**

Phone: **(623) 773-5132**

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

OFFER

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).

For clarification of this offer contact:

Name: Jerry J Morris - President

Telephone: 520.316.6745 Fax: 520.316.6743

Field Data Services of Arizona, Inc.

Company Name

Authorized Signature for Offer

20928 North John Wayne Parkway C13-146

Address

Jerry J Morris

Printed Name

Maricopa Arizona 85239

City State Zip Code

President

Title

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

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:

Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona.

Eff. Date: 7/8/08

Approved as to form:

Ellen M L Ellen Van Riper, Assistant City Attorney

CC

Stephen M. Kemp, City Attorney

A CON 37408

Contract Number

Awarded on 7/7/08



Official File

Herman Koebergen, Materials Manager

A CON 37408



SOLICITATION AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0089
Description: Traffic Counts and Speed Studies
Amendment No: One (1)
Solicitation Due Date: June 9, 2008
Solicitation Due Time: 2:00 PM Arizona Time

Buyer: Athena Bonner

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

This amendment adds the following to the Scope of Work:

Geographic Information System (GIS) Data:

All GIS data will be supplied to the City using the NAD 83 datum and the Arizona State Plane Central (feet) projected coordinate system in an ESRI ArcMap compatible format.

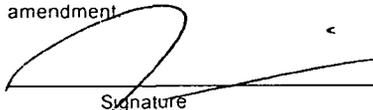
A current shapefile or geodatabase containing the current City of Peoria street configuration will be supplied by the City upon final supplier determination.

Featureclasses and/or shapefiles to be included in the Deliverables shall include; a point featureclass or shapefile containing the location of the counting position, a line featureclass or shapefile containing street segments and the appropriate attribution as required in Section II Deliverables (direction, speed, counts, etc).

Upon award, a sample ESRI ArcMap compatible geodatabase will be supplied by the City to greater understand the attribution requirements.

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

Vendor hereby acknowledges receipt and agreement with the amendment.

 June 6, 2008
Signature Date

Jerry J Morris - President

Typed Name and Title

Field Data Services of Arizona, Inc.

Company Name

20928 North John Wayne Parkway C13-146

Address

Maricopa

City

Arizona

State

85239

Zip

The above referenced Solicitation Amendment is hereby Executed

May 13, 2008

at Peoria, Arizona



Athena Bonner
Contract Officer



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).

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:



STANDARD TERMS AND CONDITIONS

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

- 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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



STANDARD TERMS AND CONDITIONS

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

imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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

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

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

Force majeure shall not include the following occurrences:

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

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



STANDARD TERMS AND CONDITIONS

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

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.
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.



STANDARD TERMS AND CONDITIONS

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

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
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

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

Solicitation Number: P08-0089

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Traffic Counts and Speed Studies .
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 exclusive use of the City of Peoria.
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:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on August 9, 2008 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. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 8401 W. Monroe Street
Peoria, Arizona 85345
Pine Conference Room

DATE: Wednesday, May 28, 2008

TIME: 2:00 PM Arizona Time



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0089

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

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

11. **Bid Opening:** Bids shall be opened at the time and place designated on the cover page of this document.
12. **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.
13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
14. **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.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0089

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

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.

18. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$500,000 for each occurrence with a \$500,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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

Any Contractor subcontracting 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 \$300,000 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 I, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0089

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

hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$1,000,000 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.

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 cancelled, 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**



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0089

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

- 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.

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.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
24. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.
25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0089

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

No commitment of any kind is made concerning quantities 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 deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

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. **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.
29. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
31. **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0089**

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

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.

32. **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.
33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
34. **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:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P08-0089**

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

- b. 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: **P08-0089**

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

I. SPECIFICATIONS FOR CITY OF PEORIA TRAFFIC COUNTS AND SPEED STUDIES

The work will include conducting traffic counts and measuring speeds of vehicles for two City of Peoria programs, the City's Neighborhood Traffic Management Program (NTMP) and the City's Annual Traffic Count Program.

To be considered for the contract, Contractors must provide bids for the following studies.

<i>Description of study</i>	<i>Estimated Annual Quantity</i>	<i>Equipment</i>
NTMP: 48-hour traffic count, speed, and classification study, both directions for the NTMP	300	Contractor shall provide all equipment. Contractor shall use calibrated machine counter equipment with software to produce computer-generated final reports.
ANNUAL COUNTS: 24-hour traffic count, speed, and classification study, both directions for the Annual Traffic Count Program	300	Contractor shall provide all equipment. Contractor shall use calibrated machine counter equipment with software to produce computer-generated final reports.
TURNING MOVEMENT COUNTS (TMC): Provide up to 150 intersection manual turning movement counts at signalized intersections within the City of Peoria. Collect vehicle and pedestrian counts in 15-minute increments between the AM and the PM peak hours. The AM and PM peak hours are defined as 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M., respectively or determined by the City Traffic Engineer. All information will be provided electronically on a CD in Excel format, and in three (3) hard copies.	150	The Contractor shall provide all equipment. Contractor shall report all tables using a Microsoft Excel or Word software program, or equivalent.



Specifications

Solicitation Number: **P08-0089**

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

<p>BIKE LANE COUNTS Provide bike lane counts at locations specified by the City of Peoria. Collect bike counts bi-directional including sidewalks and in 15-minute increments for each location. All information will be provided electronically in Excel format on a CD, and in three (3) hard copies.</p>	300	<p>The Contractor shall provide all equipment. Contractor shall report all tables using a Microsoft Excel or Word software program, or equivalent.</p>
<p>Table of citywide annual daily traffic volumes and average speeds for all arterial and collector roadway sections. Tables shall include previous year's volumes and speeds with the percent change. Provide Annual count map, speed map and bike count map.</p>	1	<p>The Contractor shall provide all equipment. Contractor shall report all tables using a Microsoft Excel or Word software program, or equivalent.</p>

A. Equipment

The Contractor shall provide all necessary labor, tools and supplies. The Contractor shall provide the City, at no additional charge, a report documenting the accuracy of the traffic counters used on this contract. This report shall be based on a thorough periodic calibration of the equipment for volume and speed accuracy. If any traffic counter fails to meet volume or speed accuracy of plus-or-minus five percent, it shall be repaired and retested before being used for this contract. Equipment reports shall be provided to the City after this contract is executed, but before any traffic counts are conducted and then, annually for the duration of the contract.

The City may audit any traffic count for accuracy. If any audited count fails to meet plus-or-minus five percent accuracy, the City may request a recount at the Contractor's expense.

If software is provided to the Contractor, the software shall remain the property of the city. Upon installation of the software, the Contractor shall sign a written agreement in harmony with any licensing agreement by the software developer and/or the City. The Contractor shall not loan, copy, or share this software with anyone. The Contractor may install the software on one computer only. Upon termination of the contract, the Contractor will erase the software from its computer and supply documentation indication they have done so and that they have no other copies.

B. Process

The City plans to award the contract to multiple Contractors. Another Contractor may be used if the Primary Contractor is unable to conduct a particular study when needed.

Traffic Counts will not be taken on holidays, weekends, election days, or days that the Peoria Unified School District Schools are not in session, unless specifically requested through the



Specifications

Solicitation Number: **P08-0089**

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

Neighborhood Traffic Management Program (NTMP). Counts shall be conducted Tuesday through Thursday, no hour restrictions, unless specifically requested through the NTMP. For the Annual Traffic Count Program, work shall approximately commence in October/November and complete as determined the City Traffic Engineer.

Studies shall be conducted and reports provided back to the City within 15 business days of receipt of request for service. Within two business days of receipt of request for service from the City, the Contractor must notify the City whether it can conduct the study in the time frame indicated by the City. Also within this two-business-day period, the Contractor must inform the City exactly which days the studies will be conducted.

If a Contractor is unable to conduct a study on previously agreed-upon dates for any reason, that Contractor shall notify the City immediately of the delay and the reason(s) for it. This notification must occur as soon as practicable after the Contractor becomes aware of the problem, but not later than the date the counter was originally scheduled for installation. Upon receipt of such notification, the City may elect to reschedule the study, use an alternate Contractor, or cancel the request.

The Contractor shall also be responsible for contacting the City of Peoria Street Sweeping Division with the locations scheduled for traffic counts at least one business day prior to the counter being installed.

The City may cancel a request for any studies before 5 p.m. on the business day prior to the previously agreed upon date the counter was scheduled for installation. The City will not pay for any studies cancelled in this manner.

C. Study Failure

If a study fails due to equipment vandalism, equipment malfunction, or other reason, the Contractor must notify the City immediately about the failure. The Contractor shall conduct an additional study to replace the failed study as soon as possible but must confirm the replacement study schedule with the City.

The City will not pay the Contractor for failed studies. Upon request of the City, the Contractor shall provide evidence of the failure, if available, such as partially completed study reports.

D. Work Site

The Contractor shall secure all equipment in such a way as to avoid bringing harm to or creating difficulty for the traveling public. All equipment installed upon any sidewalk or walkway shall be secured so as not to cause disruption to pedestrians. The Contractor shall obtain approval of the affected property owner(s) before securing equipment on private property.

The Contractor shall perform all work so that no damage occurs to buildings, roadways, or grounds. The Contractor shall repair any damage caused to the satisfaction of a City representative at no cost to the City. The Contractor shall take care to avoid damage to adjacent property.



Specifications

Solicitation Number: **P08-0089**

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

The Contractor shall keep study locations clean of all rubbish and debris generated by the work and shall leave the premises neat and clean.

II. DELIVERABLES

A. NTMP Traffic Count And Speed Studies

For each study, two copies of an 8 ½" by 11" bound Final Report shall be submitted to the City. The Final Report shall include hourly and daily count totals with averages for each direction, and hourly and daily totals with averages for both directions combined. Traffic speeds shall be reported by direction including percent over 35 mph, percent over 40 mph and percent over 45 mph. Both average and 85th percentile speeds shall also be included for each direction and both directions combined. As part of the Final Report, the Contractor shall provide a one-page Summary Report. The Summary Report shall show the location of the study, the direction of travel, average 24-hour volume for each direction and combined, the average "AM Peak-Hour" volume for each direction and combined, the average "PM Peak-Hour" volume for each direction and combined, and average speed for each direction and combined.

When multiple approach counts are conducted at the same intersection at the same time, a single Summary Report shall be provided in lieu of Summary Reports for each study. The single Summary Report shall include average volumes by hour for each approach, totals of opposing approaches by hour and totals of all approaches by hour.

The Contractor shall take care to eliminate any speeds that may be mis-recorded by the counter or other computer errors prior to producing the Final Report and Summary Report. In addition, the Contractor shall take care to correct mathematical errors due to rounding that may occur when averages are determined.

B. Annual Traffic Counts Program, Turning Movement Counts (TMCs), Speed and Bike Counts

The Contractor shall provide approximately 300 Traffic counts at various locations citywide. The Contractor will be required to have volume, classification, average speeds, bi-directional and a 15-minute increment breakdown. All requested information shall be provided electronically on CD and in three (3) copies of a hard copy, bound multi-volume book format.

A table shall be provided of citywide annual daily traffic volumes and average speeds for all arterial and collector roadway sections. The tables shall include the previous year's daily traffic volumes and average speeds with the percent change, and the posted speed limit. Any traffic count measuring an average speed greater than 10 MPH over the posted speed limit shall be reset. Any traffic count measuring a change in average speed greater than 10 MPH from the average speed from the previous year shall be reset.



Specifications

Solicitation Number: **P08-0089**

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

The maps provided shall be filled in with total and directional volume counts at each location. The maps shall be signed and sealed by the Contractor, and include an area to be approved by the Peoria City Traffic Engineer.

Information unobtainable due to construction shall be noted as such in the tables and on the map.



PRICE SHEET

Materials Management Procurement

Solicitation Number: **P08-0089**

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

Company Name: **FIELD DATA SERVICES OF ARIZONA, INC**

Item	Description of material and/or services	Quantity*	Unit	Unit Price	Extended Price
1.	Neighborhood Traffic Management Program (NTMP) Counts (per specifications)	300	Each	\$ <u>72.00*</u>	\$ <u>21,600.00*</u>
2.	Annual Counts (per specifications)	300	Each	\$ <u>89.00*</u>	\$ <u>26,700.00</u>
3.	Turning Movement Counts (per specifications)	150	Each	\$ <u>232.00*</u>	\$ <u>34,800.00*</u>
4.	Bike Lane Counts (per specifications)	300	Each	\$ <u>55.00*</u>	\$ <u>16,500.00*</u>
5.	Table of citywide annual daily traffic volumes and average speeds for all arterial and collector roadway sections. (per specifications)	1	Each	\$ <u>500.00*</u>	\$ <u>500.00*</u>
<p>*Quantities are estimates only and actual number of studies completed will depend on the specific needs of the City and availability of funding.</p>					
Subtotal:					\$ <u>100,100.00*</u>
Tax Rate <u>N/A</u> % Taxes:					\$ <u>0.00</u>
Total:					\$ <u>100,100.00*</u>
<u>LESS 15% DISCOUNT</u>					\$ <u>85,085.00</u>

***15% Discount if paid within 15 business days.**



PRICE SHEET

Materials Management Procurement

Solicitation Number: **P08-0089**

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

Company Name: **FIELD DATA SERVICES OF ARIZONA, INC**

Item	Description of material and/or services	Quantity*	Unit	Unit Price	Extended Price
6.	GPS TRAVEL TIME STUDIES-PER MILE minimum order run \$250.00			\$11.50 per mile	-
7.	Hi-Definition Video Studies- minimum order: 2 hours Any and all permits must be acquired by the city and cleared by any and all authorities.			\$125.00 per hour	-
8.	License Plate/Cut Through Studies 2 points of study for Local streets/low volume			\$95.00 per hour	-

15% Discount if paid within 15 business days



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P08-0089**

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

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

1. Company: City of Mesa
Contact: Renate Ehm
Address: 300 E. Sixth Street
Mesa, Arizona 85211-1466
Phone: 480-644-5640

2. Company: City of Glendale
Contact: Chris Lemka
Address: 5850 W Glendale Ave 3rd Floor
Glendale, Arizona 85301
Phone: 623.930 2951

3. Company: SouthWest Traffic Engineers
Contact: Andrew Smigielski, John Willet, Chris Williams (Secretary-AZITE)
Address: 3838 North Central Avenue, Ste 1810
Phoenix, Arizona 85012
Phone: 602.266.SWTE (7983)



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P08-0089

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

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

NO EXCEPTIONS



QUESTIONNAIRE

**Materials Management
Procurement**

Solicitation Number: **P08-0089**

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



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

BUSINESS LICENSE HAS BEEN SUBMITTED BY INTERNET ON 6/9/2008

**UPON AWARD, FDS WILL PROVIDE THE BUSINESS LICENSE
WITH INSURANCE DOCUMENTS**



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P08-0089**

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.



Field Data Services of Arizona, Inc.

“A Company You Can Count On!”

2008 Resume

ata Services of Arizona, Inc.

JOHN WAYNE PARKWAY C-13 # 146, MARICOPA, AZ 85239

520.316.6745 P
520.316.6743 F

RESUME

Field Data Services of Arizona, Inc is the leading Traffic Engineering Services Company in the Southwest. FDS AZ incorporates the latest hardware and software packages to leverage our competitors and bring the most cost effective solutions in the industry. We concentrate on relationships more than projects to build our reputation and clientele. Our combined experience in the industry totals more than 45 years in the office staff alone. We offer just about any type of data collections for the traffic and transportation industry. Rest assured that when your planning next project, you have the best possible company available to provide the data you need with many years of experience. Field Data Service of Arizona, Inc. is a company you can count on.

1. EXPERTISE

Field Data Services of Arizona (FDS - Arizona) is an Arizona corporation. FDS AZ is building on 45 years of corporate experience. FDS AZ is a fast growing company rapidly expanding our services to meet the increasing volume and complexity of our client's needs. Our firm provides the following wide range of traffic data collection and engineering services supporting both public and private clients:

**24-HOUR MACHINE COUNTS / AVERAGE DAILY TRAFFIC (ADT) STUDIES.
INTERSECTION TURNING MOVEMENT (ITM) MANUAL COUNTS.
24 HOUR AXLE / VEHICLE CLASSIFICATION STUDIES
24-HOUR SPEED STUDIES
DIGITAL PICTURES OF INTERSECTIONS, COUNTER LOCATIONS AND SURROUNDING AREA
GPS COORDINATES RECORDED FOR COUNTER LOCATIONS
RADAR GUN SPEED ZONE SURVEYS
VIDEO ANALYSIS / STUDIES
GAP, HEADWAY, AND TIME DELAY STUDIES
PEDESTRIAN STUDIES
TRANSIT RIDERSHIP STUDIES
MALL, CASINO, & THEME PARK PEDESTRIAN TRAFFIC ANALYSIS AND SURVEYS
LICENSE, PARKING, AND DRIVEWAY STUDIES
SURVEYS & ASSET INVENTORY – SIGNS, PRODUCTS, AND RESTAURANT SERVICE / COMPLIANCE
MOBILE CREWS AVAILABLE TO GO ANYWHERE!**

2. RELEVANT PAST EXPERIENCE AND REFERENCES

FDS – ARIZONA HAS PERFORMED NUMEROUS TRAFFIC / TRANSIT DATA COLLECTION ANALYSIS FOR CLIENTS / JURISDICTIONS AND GOVERNMENTS THROUGHOUT ARIZONA, CALIFORNIA, NEVADA, UTAH. THE FOLLOWING ARE REPRESENTATIVE OF CURRENT CLIENTS AND RELAVANT PROJECTS:

2.1 CITY OF PHOENIX, ARIZONA - 2002 TO 2008 Completed

IN 2002 FDS WAS AWARDED A THREE-YEAR CONTRACT FOR CITYWIDE TRAFFIC DATA SERVICES. THEN AWARDED AGAIN ANOTHER 3 YEAR CONTRACT IN 2004. CONTRACT ANNUAL REQUIREMENTS ARE APPROXIMATELY:

- 2800 + 48 Hour ADT's-Machine counts per year
 - 100 ITM counts per year
 - 2200 hours of Office Support Staff on-site at the City of Phoenix "Count Shop"per year
-

ata Services of Arizona, Inc.

JOHN WAYNE PARKWAY C-13 # 146, MARICOPA, AZ 85239

520.316.6745 P
520.316.6743 F

Expertise and Experience

2.2 City of Surprise, – 2004-2006-COMPLETED

- City wide Contract in 2006
- On Call since 2004
- Hand counts and ITM counts.
- Reference:

Nicholas Mascia 623.594.5720

2.3 City of Glendale-2005-2006-2007-2008 CURRENT City Wide Contract with 4-optional years

Chris Lemka 623.930.2951

2.4 City of Casa Grande-2005 & 2006 Traffic Count Program-COMPLETED Annual City Wide Contract

Jaya Rayaprolu 520.421.8625

2.5 City of Mesa-2005--2008 Traffic Count Program- CURRENT Annual City Wide Contract

Renate Ehm Senior Transportation Engineer 480.644.5640

2.6 MAG-Maricopa Association of Governments-COMPLETED 2005 HPMS Traffic Count Program and 2006 HPMS-II COMPLETED

Cathy Arthur 602.254.6300

2.7 City of Prescott 2006,2007 and 2008- Current Annual Contract with 2-Year Option

Ian Mattingly 928.777-1695

2.8 Maricopa County Department of Transportation 2006-2010 400 Classification Studies through out the county.

Rick Boeger 602.506.4509

2.9 Maricopa County Department of Transportation 2008 252 Volume Studies on dirt roads through out the county.

John Counts 602.506.4624

ata Services of Arizona, Inc.

WINWAYNE PARKWAY C-13 # 146, MARICOPA, AZ 85239

520.316.6745 P
520.316.6743 F

3.0 Additional References:

2.8.1 Engineering Service Firms: Current, Local and Relevant Clients

<u>Company</u>	<u>Location</u>	<u>Contact</u>	<u>Phone</u>
SouthWest Traffic Engineers	Phoenix, AZ	Andrew Smigielski, John Willett	602-266-SWTE
RBF Consulting	Phoenix, AZ	Scott Kelley, Dave Sabors	602-467-2200
URS Inc.	Phoenix, AZ	Sean Messner	602.371.1100
Kimley Horn Associates	Phoenix, AZ	Michael Grandy	602-944-5500
Kimley Horn Associates	Tucson, AZ	Scott Shellenberger	520-615-9191
CK Engineering	Phoenix, AZ	Abrar Siddiqui, Mohammad Rehman	602.482.5884
Rick Engineering	San Diego, CA	Mark Jugar	619-291-0707
Aztec Engineering	Phoenix, AZ	Mark Henig	602-454-0402

STAFFING AND KEY PERSONNEL

3.1 Field Data Services of Arizona, Inc. – Staffing

- Jerry Morris is the President, and owns FDS AZ – He has over 14 years experience in the traffic data collection business and has managed the City of Phoenix program for the past 3.5 years, City of Mesa City Wide Contract since 2005, City of Glendale since 2005, City of Surprise 2004-2005, MAG HPMS Study 2005 and MAG HPMS II 2006. He has successfully managed numerous “City Wide” contracts over 9 years working in California. He has worked his way up from Field Tech to President.
- Sharon Morris is the Financial Manager and handles scheduling for FDS. She has over 10.5 years experience in the data collection business. She started as a data collector in California and progressed to Office Manager with responsibility for scheduling counts, supervising data processors, and handling all accounts receivable and payables.
- Karen Thomas is our data processor and contract liaison. She has analyzed data for 4 years with our firm and has contributed to the success of many government and private contracts including the City of Phoenix.
- William Brown is our General Manager in California with over 6 years of experience in the industry. He has worked on the Cal-Trans I-5 Project in 2003-2004, City of San Diego, City of Vista, City of Carlsbad.
- Matt Morris is our Field Manager for Arizona, & California and spear-heads most large scale city-wide projects. He has 10 years of field experience and 6 years of annual and on-call government contracts.
- Aaron Heath has been with FDS AZ for 4 years. He has extensive knowledge in counter placements and operational aspects. Aaron is currently in our management program.

07619



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0089B

Page 1 of 1

Description: Traffic Counts and Speed Studies

Amendment No: One (1)

Date: 9/23/2008

Buyer: Athena Bonner

The following additional services are hereby added to the Scope of Services:

1. Intersection Approach Volume (24 hour). Provide approach counts for a four leg intersection over a 24 hour period using 15 minute intervals. The data should be in an electronic form that can be imported into the PC Warrants program. -- \$150.00, 24-Hour Approach 3-4 leg Flat Pricing
2. Intersection Approach Volume (1 week). Provide approach counts for a four leg intersection over 7 consecutive, 24 hour periods using 15 minute intervals. The data should be in an electronic form that can be imported into the PC Warrants Program -- \$850.00, 7-Day Approach 3-4 leg Flat Pricing

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

[Signature] 10/3/08 Jerry Morris Field Data Services of Arizona
 Signature Date Typed Name and Title Company Name
20925 N. John Wayne Pkwy Ste C13146 Maricopa AZ 85239
 Address City State Zip Code

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



 CC Number

 ACON37408A
 Contract Number:

 Official File

[Signature] 9/23/08
 Requested by: Mannar Tamirisa, Asst. City Traffic Engineer

[Signature]
 Recommended by: Athena Bonner, Contract Officer

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

The above referenced Contract Amendment is hereby Executed

10/13/08, 2008, at Peoria, Arizona.
[Signature]
 Herman F. Koebergen, Materials Manager
 for



CONTRACT AMENDMENT

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

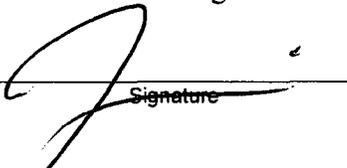
Solicitation No: P08-0089 Page 1 of 2
Description: Traffic Counts and Speed Studies
Amendment No: Two (2) Date: 07/08/09

Buyer: Athena Bonner

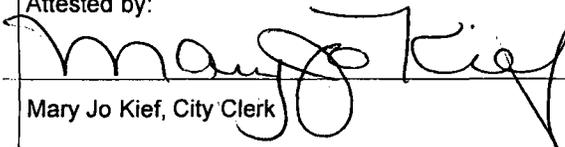
- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 08/09/09 to 08/08/10. CONTRACT EXTENSION ONE**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable 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.

	<u>7/24/09</u>	<u>Jerry J. Morris, President</u>	<u>Field Data Services of Arizona, Inc.</u>
Signature	Date	Typed Name and Title	Company Name
<u>20928 N. John Wayne Parkway, C13-146</u>	<u>Maricopa</u>	<u>AZ</u>	<u>85239</u>
Address	City	State	Zip Code

Attested by:


Mary Jo Kief, City Clerk

CC Number

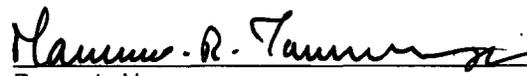
ACON37408B
Contract Number:

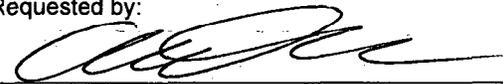


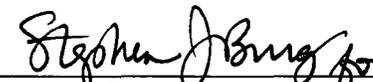
City Seal

Official File

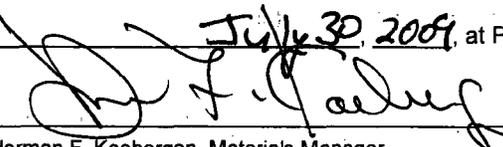
(Rev 02/01/08)

 7/15/09
Requested by:


Recommended by:


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

The above referenced Contract Amendment is hereby Executed
July 30, 2009, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

ACON37408B



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0089 Page 2 of 2
Description: Traffic Counts and Speed Studies
Amendment No: Two (2) Date: 07/08/09

Buyer: Athena Bonner

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.

ORIGINAL



CONTRACT AMENDMENT

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

Solicitation No: P08-0089 Page 1 of 1
Description: Traffic Counts and Speed Studies
Amendment No: Three (3) Date: 6/29/2010

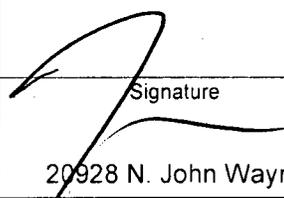
Buyer: Jennifer Miller

In accordance with Special Terms and Conditions. **Contract Extension**, the above referenced contract shall expire on 08/08/10. **CONTRACT EXTENSION TWO (2)**

THE NEW CONTRACT TERM:

Contract Term: 08/09/10 TO 08/08/11

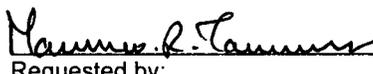
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>7/8/2010</u>	Jerry Morris, President	Field Data Services of Arizona Inc.
Signature	Date	Typed Name and Title	Company Name
<u>20928 N. John Wayne Pkwy. C13-146</u>	<u>Maricopa</u>	<u>AZ</u>	<u>85239</u>
Address	City	State	Zip Code

Attested by:



Mary Jo Waddell, City Clerk

 7/1/2010
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
July 15, 2010, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number

ACON 37408C

Contract Number:

Official File

A CON 37408C



CONTRACT AMENDMENT

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

Solicitation No: P08-0089 Page 1 of 1
Description: Traffic Counts and Speed Studies
Amendment No: Four (4) Date: 5/2/2011

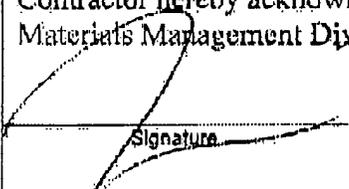
Buyer: Jennifer Miller

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/08/11. **CONTRACT EXTENSION THREE(3)**

THE NEW CONTRACT TERM:

Contract Term: 08/09/11 TO 08/08/12

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

	<u>5/18/11</u>	<u>Jerry Morris, President</u>	<u>Field Data Services of Arizona Inc.</u>
Signature	Date	Typed Name and Title	Company Name
<u>20928 N. John Wayne Pkwy. C13-146</u>	<u>Maricopa</u>	<u>AZ</u>	<u>85239</u>
Address	City	State	Zip Code

Attested by: Wanda Nelson

Wanda Nelson, City Clerk



City Seal

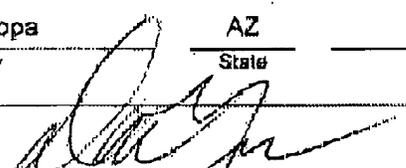
(Rev 02/11/10)

CC Number

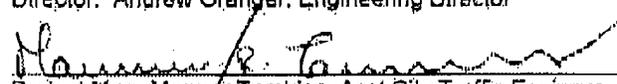
ACON 37408D

Contract Number:

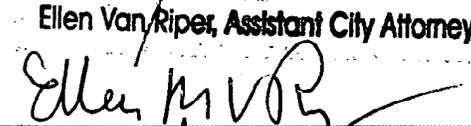
Official File



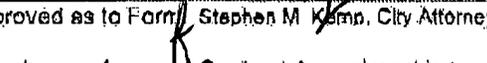
Director: Andrew Grainger, Engineering Director



Project Mgr: Mannar Tamirsa, Asst City Traffic Engineer



Ellen Van Riper, Assistant City Attorney



Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 26 2011, at Peoria, Arizona.



Herman F. Koerbergen, Materials Manager



A CON 37408D



CONTRACT AMENDMENT

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

Solicitation No: P08-0089 Page 1 of 1
Description: Traffic Counts and Speed Studies
Amendment No: Five (5) Date: 5/22/12

Buyer: Jennifer Miller

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/08/12. **CONTRACT EXTENSION FOUR (4) LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM:

Contract Term: 08/09/12 TO 08/08/13

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

	6/12/12	Jerry Morris, President	Field Data Services of Arizona Inc.
Signature	Date	Typed Name and Title	Company Name
21636 N. Dietz Dr.	Maricopa	AZ	85138
Address	City	State	Zip Code

Attested by:

Wanda Nelson, City Clerk

Director: Andrew Oranger, Engineering Director

Project Mgr: Manna Tamirisa, Asst City Traffic Engineer



GC Number

ACON 37408E

Contract Number:

Official File

City Seal
(Rev 02/11/10)

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

The above referenced Contract Amendment is hereby Executed

June 20, 2012, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor