



PURCHASING ITEM FOR COUNCIL AGENDA

1. Agenda Item Number:

22

2. Council Meeting Date:

June 28, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: June 6, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Management Services

5. SUBJECT: Agreement No. BF2-936-3118 for Fire Protection Services, Repair & Maintenance to Signal One Fire & Communication, LLC and AERO Automatic Sprinkler Company in a combined amount not to exceed \$200,000 per year for two (2) years.

6. RECOMMENDATION: Award of Agreement No. BF2-936-3118 for Fire Protection Services, Repair & Maintenance to Signal One Fire & Communication, LLC and AERO Automatic Sprinkler Company in a combined amount not to exceed \$200,000 per year for two (2) years.

7. HISTORICAL BACKGROUND/DISCUSSION: This Agreement covers the maintenance of all Citywide wet and dry type sprinkler systems, fire alarm systems, UL approved fire alarm monitoring, halon systems, ansul kitchen hood systems, the fire curtains/doors at various facilities and fire extinguisher annual inspection and testing. It also includes an hourly rate and price for service calls and replacement parts which are not included in the routine maintenance, e.g. false alarms that require a technician to respond, leaks in sprinkler systems, replacement of expired fire extinguishers, obsolete or outdated gauges and valves, repairs to a fire pump, and the upgrade and replacement of existing equipment, as well as the new City Hall complex, which is no longer covered under warranty. This Agreement may be used to replace outdated fire alarm panels at various City facilities. This solicitation was done as an upfront cooperative contract, with City of Chandler being the lead-agency and participation from City of Apache Junction, Chandler Unified School District #80, Tempe Union High School District, Maricopa Community College District, and Wickenburg Unified School District #9.

8. EVALUATION PROCESS: The City issued a Request for Proposals (RFP) for vendors experienced in providing Fire Protection Systems Testing and Maintenance services. All registered vendors were notified and ten (10) responses were received. The RFP was evaluated in accordance with established City policies and procedures. After being reviewed by an evaluation committee consisting of staff from Municipal Utilities, Risk Management, Building & Facilities and Purchasing, staff is recommending award to Signal One Fire & Communication, LLC and AERO Automatic Sprinkler Company, who were deemed to have submitted the most advantageous offers to the City in accordance with the evaluation criteria. Signal One Fire & Communication LLC. will provide the over-all maintenance and repair services required with AERO Automatic Sprinkler Company providing the fire pump testing services. Term of the Agreement will be from July 1, 2012 – June 30, 2014 with the option to renew for one additional two (2) year period.

9. FINANCIAL IMPLICATIONS: Funds will be paid through various departments' other professional contract services (5219) accounts for this service.

10. PROPOSED MOTION: Move to award Agreement No. BF2-936-3118 for Fire Protection Services, Repair & Maintenance to Signal One Fire & Communication, LLC and AERO Automatic Sprinkler Company in a combined amount not to exceed \$200,000 per year for two (2) years with the option to renew for one additional two (2) year period.

ATTACHMENTS: Agreements (2)

APPROVALS

11. Requesting Department

[Signature of Michael Mandt]

Michael Mandt, Acting Purchasing Supervisor

12. Department Head

[Signature of Dawn Lang]

Dawn Lang, Management Services Director

13. Procurement Officer

[Signature of Sharon Brause]

Sharon Brause, CPPB, CPCP

14. City Manager

[Signature of Rich Dlugas]

Rich Dlugas

**CITY OF CHANDLER SERVICES AGREEMENT  
FIRE PROTECTION SERVICES, REPAIR & MAINTENANCE  
AGREEMENT NO.: BF2-936-3118**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of **June, 2012**, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", **AERO AUTOMATIC SPRINKLER COMPANY**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1 Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Facilities Maintenance Manager/designee (Contract Administrator), to provide the services required by this Agreement.

**1.2 Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3 Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

**1.4 Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2 SCOPE OF WORK:** CONTRACTOR shall provide fire protection services, repair and maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Listing of Devices (Exhibit D), Performance Bond, and Payment Bond (Exhibits E1-E2), and Fire Protection Contractor's Permit (Exhibit F) shall be incorporated into the scope of work requirements herein.

**2.1 Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2 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.

Per the Arizona State Registrar of Contractors, either a #L-05 or #L-37 license is required to perform any work on back flow prevention valves. Award of contract shall be contingent upon CONTRACTOR either holding one of the current licenses or obtaining one within a negotiated time frame after award.

**2.3 Background Checks and Security.** CONTRACTOR shall be required to have a background check for all employees providing testing, maintenance and inspection services to CITY in order to allow CONTRACTOR's employees access to all areas within CITY, including Police and Fire Departments, Administrative offices, detention facilities, court buildings, and other restricted areas. CITY shall incur the cost of this service.

While on City property conducting services outlined in this document, CONTRACTOR'S employees shall wear uniforms or other apparel to identify as their employees.

- 2.4 Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
- 2.5 Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.5.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.5.2** A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.5.3** The City retains the legal right 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. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.5.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.5.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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.
- 2.5.6** In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.5.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.6 Warranties.**
- 2.7 One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 2.8 Warranty (Equipment).** All equipment supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.
- 3 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1 Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

- 3.2 Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3 New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4 Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4 PRICE:** CITY shall pay to CONTRACTOR an amount, including all companion Agreements, not to exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** per year for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.3. 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 completion of specified services and receipt of a correct invoice.
- 4.4. Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.6. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.7. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.8. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM.** The term of the Contract is **two (2) year (s)**, commencing on the **1<sup>st</sup> day of July, 2012** and terminating on **June 30, 2014** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **three (3) additional terms of one year each**. CITY reserves the right, at its sole discretion, to extend the Contract for up to **sixty (60) days**.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1 **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2 **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6 **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
- 8 **TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-CONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.
- 12. INSURANCE:**

## 12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. **All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

## 12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED 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. 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 CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

## 12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.**
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

**12.4. Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**12.5. Automobile Liability.** CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**12.6. Worker's Compensation and Employer's Liability.** CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

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

**13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Buildings & Facilities

Contact: Kris Kircher  
Mailing Address: PO Box 4008, MS 906  
Physical Address: 650 E Ryan Rd  
City, State, Zip: Chandler AZ 85244  
Phone: 480-782-2759  
FAX: 480-782-2560

In the case of the CONTRACTOR

Firm Name: AERO Auto. Sprinkler Co.

Contact: Jason Bolen  
Address: 21605 N Central Ave  
City, State, Zip: Phoenix AZ 85024  
Phone: 623-580-7857  
FAX: 623-580-5230  
EMAIL: JBolen@AeroFire.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

- 14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. Performance and Payment Bonds.** Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond. The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

- 15.3. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.4. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.5. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.6. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.7. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.8. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.9. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of **June**, 2012.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:  VP.  
Signature

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL

ATTEST: If Corporation  
\_\_\_\_\_  
Secretary

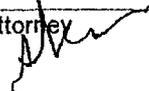
Approved as to form:  
\_\_\_\_\_  
City Attorney 

EXHIBIT A

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

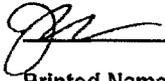
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b>	BF2-936-3118		
<b>Name (as listed in the contract):</b>	AERO Automatic Sprinkler Company		
<b>Street Name and Number:</b>	21605 N Central Ave		
<b>City:</b>	Phoenix	<b>State:</b>	AZ
		<b>Zip Code:</b>	85024

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

  
\_\_\_\_\_

Printed Name: JON VANN

Title: VP

Date (month/day/year): \_\_\_\_\_

**EXHIBIT B  
TECHNICAL SPECIFICATIONS**

1. CONTRACTOR shall be certified or otherwise qualified to perform repairs, trouble-shoot, and reprogram all non-proprietary Fire Alarm Control Panels (FACP's) currently in use within CITY. All sections that identify more than one service per year shall be as follows; (2) services per year shall be completed every six (6) months; (4) services per year shall be completed every three (3) months. The most current listing of devices located within CITY facilities is attached (Exhibit D).

The Housing & Redevelopment Division is responsible for maintaining City-owned residential units and will also utilize this agreement, in which case Davis-Bacon wages may apply. For Davis-Bacon requirements please refer to the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>

CONTRACTOR shall be on the CITY Fire Department list of approved Fire Protection Contractors. CONTRACTORS not on the Fire Protection will not be considered. For CONTRACTORS to request to be put on the Fire Protection Contractors List for the CITY, complete the Fire Protection Contractors Permit (attached), and send supporting documentation as follows:

- A copy of your current Contractors license (the pocket size with the expirations date on it) for fire protection systems, fire extinguishers and underground fire lines,
- The following are the licenses that we will accept as listed by the Registrar of Contractors to Install/Repair/Service the following:
  - Underground- A or A-12 or KA or K-16 or K-37 or K-80 or L-16 or L-37
  - Aboveground- K16 or L-16
  - Fire Alarm & Detection Equipment- Commercial- L-11 or L-16 or L-67 or K-11 or K-16 or K-67 Residential- C-11 or C-12 or C-16 or K-11 or K-16 or K-67
  - Fire Extinguishers- L-16 or K-16
- A copy of your Chandler Tax & Licensing certificate
- A copy of your current certificate of liability insurance with Chandler Fire as an additional insured. This may be faxed or sent by mail. We require that you have your insurance company send us an original copy of your Certificate of Liability Insurance.
- This list is renewed annually in January of each year.
- A permit fee of \$85 (non-refundable) cashier's check or money order made out to City of Chandler.

CONTRACTORS/sub-contractors providing services to school districts per this Agreement, as per the Department of Public Safety, AZ Board of Fingerprinting and the AZ Dept of Economic Security, all persons are required to hold a current Level 1 (per A.R.S. 41-1758.07) Fingerprint Clearance Card or a Standard Card (per A.R.S. 41-1758.03). For more information, please contact: DPS: [www.azdps.gov](http://www.azdps.gov); ABF: [info@azbof.gov](mailto:info@azbof.gov); DES: [www.AZdes.gov](http://www.AZdes.gov). School districts utilizing this Agreement will require proof prior to entering into Agreement with CONTRACTOR.

2. **CONTRACTOR EMPLOYEES:** In addition to the CITY performing background checks on all CONTRACTOR employees, the CONTRACTOR shall perform criminal background checks on all current and prospective employees performing work for this program, as well as e-verify and drug screening tests. A listing of all employees performing work under this agreement shall be provided to the Contract Administrator/designee and Purchasing Division. Such listing shall be maintained and kept current. Prospective employees whose criminal history check discloses a misdemeanor or felony involving public indecency or harm to persons or property, or which indicate the presence of drugs, shall not be employed by CONTRACTOR to perform work under this agreement. CONTRACTOR shall be required to obtain criminal history reports and drug screening checks at the sole expense of CONTRACTOR.

- 2.1 Each member of CONTRACTOR's crew shall wear a uniform identifying him or her as a member of CONTRACTOR's personnel. CONTRACTOR shall be responsible for enforcing the requirement that all personnel display a picture identification at all times while performing work on CITY property. CONTRACTOR shall coordinate the work with the Contract Administrator/designee.
- 2.2 CONTRACTOR's personnel shall maintain, insofar as possible, a clean / neat appearance and conduct all work in a professional manner with minimal disturbance to CITY staff, residents (as applicable), as well as the general public. Should any of CONTRACTOR's personnel not be satisfactory to Contract Administrator/designee, CONTRACTOR shall be asked to replace such personnel with satisfactory replacements.
3. **FIRE SPRINKLER SYSTEMS:** The CITY requires CONTRACTOR perform inspections and tests quarterly. Any authorized repairs recommended by CONTRACTOR shall be quoted and invoiced as time and materials. CONTRACTOR shall inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Testing of fire sprinkler systems shall include inspection of internal check valves and associated hardware. Work shall be in accordance with NFPA or local codes, equipment manufacturer's recommendations, and the specifications herein. All federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein. Should discrepancies occur as to which code or standard will apply, the issue shall be resolved by the CITY Fire Department, Fire Prevention Division.
  - 3.1 CONTRACTOR shall perform fire sprinkler testing for the Chandler Municipal Court building, the Main Library and Sunset Branch Library buildings, and the Transportation & Development building sites during weekday hours from 5:00 AM to 8:00 AM. All other sites can be performed during normal business hours. However, if inadvertent actuation of the system should occur, then testing shall be rescheduled to the 5:00 AM to 8:00 AM hours, at no additional cost to the CITY. All inspections and testing shall be scheduled and coordinated by the Contract Administrator/designee. CITY staff may exercise the option of witnessing testing.
  - 3.2 Water leaks found in plumbing lines that serve a fire suppression system shall be repaired by CONTRACTOR as a billable item upon approval by Contract Administrator/designee, unless the leak is caused by CONTRACTOR wherein repairs costs shall be incurred by CONTRACTOR.
  - 3.3 All control valves located in high traffic areas shall be chain locked in the open position by CONTRACTOR. Control valves located in areas not exposed to high traffic shall not be locked. CONTRACTOR shall notify Contract Administrator/designee of any valves requiring locks.
  - 3.4 CONTRACTOR shall inspect spare head storage box for spares and all wrenches required to remove/replace all types of heads in the building. CONTRACTOR shall notify and obtain written authorization from the Contract Administrator/designee of any deficiencies prior to replenishing.
  - 3.5 CONTRACTOR shall check gauges on both sides of the check valve to determine that pressures are approximately equal. When gauges require a 5 year inspection, CONTRACTOR shall check gauges to see if they are within + or - 3% of the gauge full-scale reading. Gauges should only be replaced when they do not fall within these parameters.
  - 3.6 CONTRACTOR shall unlock chain and exercise all control valves from full open to full close and return to full open. CONTRACTOR shall lubricate stem during exercising. Tamper alarm should appear on main Fire Panel, if installed.
  - 3.7 CONTRACTOR shall open Main drain valve for one full minute and correlate flow pressure rating at main valve. CONTRACTOR shall open *Inspectors Test Valve* and discharge water to initiate a water flow alarm. Water flow alarm switch should be activated at main fire panel within 90 seconds per NFPA 72.

- 3.8 CONTRACTOR shall ensure electrical and/or water motor gong fire alarm bell is activated on flow test.
- 3.9 CONTRACTOR shall inspect sprinklers, sprinkler piping, pipe hangers, seismic braces, and look for missing or broken escutcheons to make sure all are in good condition.
- 3.10 CONTRACTOR shall complete and attach new inspection tag or punch existing.
- 4. **BUILDING FIRE ALARM SYSTEMS.** CONTRACTOR shall perform service in accordance with NFPA 72 requirements; and includes, but is not limited to a complete functional testing of fire alarm control panel, power supply, input signals, external devices such as detectors, output signals, manual stations, audible and electrical values of panel contacts.

The CITY understands that NFPA 72 mandates testing alarm systems on an annual basis. CONTRACTOR is aware CITY is requiring 100% of all alarm systems be checked twice a year - pricing listed is for 2 services per year per testing of alarm systems.

- 5. **FIRE PUMP TESTING.** CONTRACTOR shall test all fire pumps in accordance with NFPA 20 & 25. This includes all weekly, monthly, quarterly, semi-annual and annual tests as required. Documentation shall include maintaining the log book at the pump site (if log book is missing from site, it shall be CONTRACTOR's responsibility to provide new log book), as well as providing an electronic report to the Contract Administrator/designee. All tests shall be completed as required by NFPA for electric fire pump (Airport) and diesel fire pump (City Hall). CITY is requiring the City Hall fire pump to be tested on a weekly basis.

NOTE: CONTRACTOR shall not perform electric voltages and amperage measurements unless qualified in NEC Appendix 70E and the pump is under performing in what may be related to an electrical system problem. Should CONTRACTOR not be qualified in NFPA 70, Appendix 70E, tests shall be performed, as necessary, through coordination of a CITY electrician with the Buildings & Facilities Division.

- 5.2 **Halon/FM200 OR ALTERNATIVES (Gaseous Fire Extinguishing Systems):** CONTRACTOR shall perform inspection and test semi-annually. The inspection and test service for Halon/FM200 or alternatives shall be all inclusive. All device cleaning and parts replaced for normal wear and tear shall be included in the bid pricing. Replacements required that are above and beyond normal wear and tear shall be submitted to Contract Administrator/designee in the form of a quote prior to any work being completed. Exceptions shall be vandalism or damage caused by CITY or CONTRACTOR.
  - 5.2.1 Items of equipment and material considered to be part of the Halon/FM200 or alternatives system are, but not limited to: control heads, signal devices, door holders, batteries, compressors, illuminating devices, smoke detectors, manual pull stations, pneumatic cylinders, weight cartridges, piping, fire control panels, and discharge nozzles. CAL METER may be used in lieu of weighing cylinders, provided the CAL METER has a current annual calibration tag by an approved calibration laboratory. CONTRACTOR shall complete and attach new inspection tag or punch existing.
- 6. **FIRE EXTINGUISHERS.** CONTRACTOR shall perform services to include, but not be limited to: inspection, testing and maintenance of fire extinguishers in accordance with NFPA Standard 10. Maintenance shall be a thorough examination of the fire extinguisher in order to give maximum assurance that a fire extinguisher will operate effectively and safely. It includes a thorough examination and any necessary repair or replacement. Testing should reveal if any hydrostatic testing is required. CONTRACTOR shall perform annual maintenance on all fire extinguishers not more than one (1) year apart, at the time of hydrostatic test, or when specifically indicated by an inspection. The jail area in the Police Department is the only location that will require semi-annual maintenance of fire extinguishers, not more than six (6) months apart.

Recharging is the replacement of the extinguishing agent and also includes the expellant for certain types of fire extinguishers. Recharging shall be used on an as-needed basis.

The removal of agent from halogenated agent fire extinguishers shall only be done using a listed Halon closed recovery system. When the applicable maintenance procedures are performed during periodic recharging or hydrostatic testing, the 6-year requirement shall begin from that date. This will be performed on an as-needed basis.

Fire extinguishers removed from service for maintenance or recharge shall be replaced by a fire extinguisher suitable for the type of hazard being protected and of at least equal rating.

Fire trucks have 20-lb "ABC" Dry Chemical (20 each), "D" Dry Powder (3 each) and "BC" CO<sub>2</sub> (6 each) fire extinguishers and are inspected and serviced on a called in, as needed basis, but on average 6 to 10 units at a time every 3 to 4 months. The expectation is no longer than a 3- day turnaround from call for service to ready to use. On-site service is preferred

The CITY uses ABC, BC, CO<sub>2</sub>, and Halon extinguishers.

**7. COMMERCIAL KITCHEN EXHAUST HOOD SYSTEM.**

CONTRACTOR shall inspect, test, and service, chemical kitchen hood systems in accordance with NFPA 13, 17, 17A, and 96 or current enforceable codes. The complete inspection, testing and service of each unit shall be performed semi-annually as scheduled by the Contract Administrator/designee.

All cylinders are to be weighed and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced by CONTRACTOR shall be returned to CITY. CONTRACTOR shall ensure nozzle caps are in place and do not have an accumulation of grease.

CONTRACTOR shall inspect and test all actuating devices semi-annually. Operation of actuating devices must result in transmission to the alarm panel. CONTRACTOR shall ensure gas and electric are automatically shut off during each test. CONTRACTOR shall reset gas valve and re-light pilot lights as directed by CITY. CONTRACTOR shall reset interlocks manually.

- 8. MONITORING SERVICE.** CONTRACTOR shall utilize the current U.L. listed Central Station to ensure continuity of fire alarm and supervisory signal monitoring service per International Fire Code, Section 907.15 Monitoring. At this time, it is the preference of CITY to not change monitoring company; however, if it is determined to be in the best interest of the CITY, CITY may elect to change. If CONTRACTOR feels a need to change monitoring companies, CONTRACTOR shall be responsible for any fees. At any time during the agreement period, Contract Administrator/designee may request a report from CONTRACTOR demonstrating CONTRACTOR's compliance to specifications for monitoring service.

The City of Chandler will not be utilizing monitoring services at this time. This information is being left in the Agreement and pricing pages for the benefit of S.A.V.E. agencies using the Agreement.

- 9. REPORTS.** CONTRACTOR shall insure all inspection and testing reports shall be in accordance with NFPA Standard No. 25 Appendix B and NFPA 72 format. The report shall be on computer-generated forms (for legibility, i.e. not hand-written) that contain the information as required by NFPA codes. These reports are very important for CITY records and must be completed and submitted as required. Forms can be emailed to Contract Administrator/designee, when available.

- 10. SMOKE DETECTORS SENSITIVITY TESTING.** CONTRACTOR shall establish a smoke detector sensitivity testing program/report for CITY in compliance with National Fire Protection Association (NFPA), Standard 72. All smoke detectors shall be tested on an annual basis. The report shall be on computer-

generated forms that contain the information as required by NFPA. CONTRACTOR shall assume all smoke alarms are not addressable, unless otherwise noted.

11. **BACKFLOW PREVENTION DEVICES.** CONTRACTOR shall establish an annual backflow prevention devices testing program/report for CITY in compliance with NFPA, Standard 25. Backflows will be tested upon request (Buildings & Facilities tests their own; other areas may need assistance). This testing program shall be done for all areas listed herein, with the exception of the Parks & Facilities Division, who will conduct their own testing/reporting. The report shall be on computer-generated forms that contain the information as required by NFPA codes.
12. **REPAIR WORK OUTSIDE ROUTINE MAINTENANCE.** CONTRACTOR shall not execute any internal work orders generated from their inspections without Contract Administrator/designee approval. An approved Purchase Order number, or other CITY approved means of payment, shall be required prior to any repair work outside the routine service.

CONTRACTOR shall be able to perform repairs, troubleshoot, and reprogram all FACP's in use within CITY.

13. **REPLACEMENT PARTS.** CONTRACTOR shall bill CITY for replacement parts not included in routine maintenance and additional equipment will be billed at CONTRACTOR's invoice price plus an agreed upon markup. Any invoices submitted in this matter must have copies attached of CONTRACTOR's invoices for the cost of parts and agreed upon markup. All material shall meet all manufacturers' specifications. All old parts being replaced shall be returned to CITY.
14. **INVOICES.** Invoices shall be batched together and consolidated; all sprinkler tests for a given period shall be invoiced as one invoice per each Section listed in Exhibit C. For example, all fire alarm tests for a given period for Section 1.c. will be forwarded to the Housing Division all on one invoice; Section 1.a will be forward to Buildings & Facilities, etc. All invoices for service calls outside the routine maintenance must include location, equipment and identification information, summary of work performed including time of arrival at work site, date work was performed, technician's name, work order number and number of hours that was required for work to be performed.
15. **WORK HOURS.** Service shall be made available to the CITY 365-days per year, 24-hours per day, unless it is an emergency. A representative of CITY shall decide such emergency condition. For routine service, a minimum of 24-hours' notice shall be given to the appropriate department prior to work.

**Business hours** shall be work performed between 6:00 am – 6:00 pm, Monday through Friday, unless CONTRACTOR and Contract Administrator/designee mutually agree upon a different start time.

**After hours** shall be work performed after 6:00 pm and before 6:00 am the next morning.

**Weekend and City recognized holiday hours** shall be work performed after 6:00 pm on Friday and before 6:00 am on Monday. Holiday hours start at 6:00 pm the day prior to a holiday and end at 6:00 am the day following the holiday.

CONTRACTOR shall provide CITY with a phone number for emergency calls and shall respond to an emergency service call within two (2) hours from time call was placed seven (7) days per week. CONTRACTOR shall respond to a routine service call within twenty-four (24) hours from the time of notification. Routine service shall be defined as any problem other than an emergency request. It should also be noted that, should it be necessary for CONTRACTOR to return to a location to do additional work in order to repair/replace or otherwise maintain a unit, CONTRACTOR shall not bill the location for additional service calls.

CITY Holidays are as follows:

- 1) New Year's Eve Night – December 31<sup>st</sup>

- 2) New Year's Day – January 1<sup>st</sup>
- 3) Martin Luther King's Birthday – 3<sup>rd</sup> Monday in January
- 4) President's Day – 3<sup>rd</sup> Monday in February
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4<sup>th</sup>
- 7) Labor Day – 1<sup>st</sup>Monday in September
- 8) Veterans Day – 2<sup>nd</sup> Monday in November
- 9) Thanksgiving Holiday – 4<sup>th</sup> Thursday in November & the following Friday
- 10) Christmas Eve from 12:00 Noon – December 24<sup>th</sup>
- 11) Christmas Day - December 25<sup>th</sup>

\*After service call, CONTRACTOR shall remove all debris and leave the site in a state of good order and cleanliness.

16. **TOOLS AND EQUIPMENT.** CONTRACTOR shall provide all tools and equipment necessary to accomplished the testing and maintenance of fire protection systems and components referenced in Exhibit B. CITY's equipment and tools shall not be used. CONTRACTOR's equipment and tools are required to be in good condition and employees shall be trained in the proper operation of tools and equipment. CONTRACTOR's employees shall be trained and proper personnel protective equipment provided for working at heights.
17. **FLOODING AND EROSION.** CONTRACTOR shall install a discharge hose at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of CONTRACTOR to repair at no additional cost to CITY. Should CITY find it necessary to make any repairs for landscape damage or erosion caused by CONTRACTOR, the cost shall be deducted from monies owed to CONTRACTOR.
18. **IMPAIRMENTS TO FIRE PROTECTION SYSTEMS.** Should an impairment to a water-based fire protection system occur, CONTRACTOR shall follow the procedures outlined in NFPA 25, including the attachment of a tag to the impaired system. CONTRACTOR shall also tag all other impaired fire protection equipment as discussed below. Tags may be obtained from the Contract Administrator/designee.

When an impairment occurs to other fire protection and/or fire alarm systems, water supplies, fire pumps gaseous or chemical extinguishing systems, CONTRACTOR shall notify the Contract Administrator/designee, Municipal Utilities Department representative, or Housing Division representative, whoever is responsible for the jurisdiction. If the impairment involves a fire pump or water supplies, procedures in the CITY's safety manual section for lockout/tag out shall be followed.

If impairment is going to be extended overnight or longer, the Fire Marshal's office and CITY's Risk Management Division (to enable them to notify the Property Insurance Company) shall be notified. During impairment, it may be necessary to provide a fire watch or an approved alternative option. This will be at the expense of the CITY, unless CONTRACTOR caused the impairment, at which time, CONTRACTOR shall pay the expense of providing the fire watch or approved alternative option.

**EXHIBIT C  
PRICING**

SECTION 4 - Special Systems		# of Svs	Price per Svs	Ext Price
1	Ansul Hood – Community Center Kitchen Fume Hood, 125 E Commonwealth	2	\$ 100.00	\$ 200.00
2	Fire Curtains / Fire Doors – Center for the Arts, 250 N Arizona Ave	1	\$ 100.00	\$ 100.00
3	Annual Fire Pump Test – Chandler Airport Tower (electric)	1	\$ 1,800.00	\$ 1,800.00
3.a	Annual Fire Pump Test – Chandler City Hall (diesel)	1	\$ 5,600.00	\$ 5,600.00
4	Annual Check Valve Test – (price per each test; to be determined at a later date the number of valves to be tested)	1	\$ 100.00	\$ 100.00
5	5-year Check Valve Test; (1 test every 5-years)	1	\$ 100.00	\$ 100.00
6	Annual Backflow Valve Test: 3/4" thru 4" Backflow Annual Test	1	\$ 35.00	\$ 35.00
7	Annual Backflow Valve Test: 5" and up Backflow Annual Test	1	\$ 70.00	\$ 70.00
<b>TOTAL ANNUAL COST</b>				<b>\$ 8,005.00</b>

Section 6 - Miscellaneous			
1	Hourly Rate for service calls or repairs not included in monthly service		\$85.00
2	Overtime Rate		\$119.00
3	Parts/Equipment – Cost plus %		20%
4	Response time Standard Call		2 HR
5	Response time Emergency Call		3 HR
6	Rate for repair and reprogramming of proprietary panels		\$130.00/HR
7	Fee for inspection of check valve assembly installed on Class 1 or Class 2 fire protection system. Service shall be performed on annual basis with record of inspection provided to City Fire Department and Water Production Department:	Annual fee:	\$ 100.00
8	Monthly Monitoring Service	Per Building:	\$ 25.00
9	Sensitivity Device	Per Device:	\$ 10.00

**Service & Maintenance First Year Sub-Totals:**

Section 4	\$ 8,005.00
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**Service & Maintenance Second Year Sub-Totals:**

Section 4	\$ 8,005.00
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**TOTAL WORK UNDER THIS AGREEMENT, INCLUDING ANNUAL SERVICE & MAINTENANCE, EMERGENCY REPAIRS AND FIRE EXTINGUISHER SERVICING SHALL NOT EXCEE TWO HUNDRED THOUSAND DOLLARS (\$200,000) PER YEAR, INCLUDING ALL COMPANION AGREEMENTS.**

**EXHIBIT D – DEVICE COUNT**

Location	Sprinklers	Fire Alarm	Smokes	Beams	Ducts	Thermals	Pulls	Tampers	Waterflow	Horn Strobe	Strobes	Horns	Bells	Abort Station	Hood System
<b>Section 1a</b>															
Parks & Facilities Admin Building	2	Firelite 9600	3		12		7	2	2	25	13				
City Hall Tower	6	Firelite MS9600UDLS	69		36	4	2	10	6	83	87		1		
Council Chambers		N/A	22		3			1	1	28	6				
Vision Gallery / Utilities															
Neighborhood Services	1	N/A	2		2		3	1	1	9	2		1		
CAPA / Print Shop	3	Firelite MS9600UDLS	2		1	2	1	3	2	10	2		1		
Chandler Museum		Notifier	5										1		
Fire Headquarters Bldg.	3	MS 9200 UDLS	74		18	18		3	3	38	12				
Fire Training Facility - Trailer	1	N/A													
Fire Training Facility - Bldg. A	1	N/A													
Fire Training Facility - Bldg. B	1	MS 5024	1					3	3						
Fire Training Facility - Bldg. E	1	N/A													
Fire Support Facility		Siemens FS250	1		6		1	2	1	12	2				
Fire Station # 281	1	MS 5024	15			6	4	1	1	12	3				
Fire Station # 282	1	MS 5210 UD	20		1		6	1	1	7	2				
Fire Station # 283	1	MS 5012	1				1	1	1	1					
Fire Station # 284	1	MS 5 UD	11					1	1		4		4		
Fire Station # 285	1	MS 5012	1					1	1						
Fire Station # 286	1	MS 5012	1				1		1	1					
Fire Station # 287	1	MS 5 UD	1				1		1	1					
Fire Station # 288	1	Siemens FS100	6				1		1	1					
Fire Station # 289	1	EST Fireshield	8				1	1	1	1					1 - Range Guard
Fire Station # 2810	1	MS 9050	19		5		1	1	1	5		11			1 - Ansul
Police Main HQ Bldg.	3	EST 2 / FCI	75			8	20	3	3	53	16				
Chandler Hghts Police Substation	1	MS 9200	1		10		3	2	1	1					
Police Desert Breeze Substation	1	EST Fireshield	1		1		1	1	1	2	1				
Police Property & Evidence	1	Notifier	38	4		34	8	1	1	33	5				
City Municipal Courts	1	EST 2	22				11	1	1	34	14				
Transportation & Development	1	Simplex 4010	35		52	4	10	1	1	46	16				
Downtown Main Library	1	EST LSS-36	32		8	4	8	1	1	13	6				

Sunset Branch Library	1	Firelite MS9200UDLS												
Fleet Services Bldg. I	1	EST 2	13			17	1	1						
Traffic Bldg. B	1	EST 2				1	1	1						
Meter Services Bldg. O	1	EST 2	6			3	1	1	4					
Streets Bldg. C	1	EST 2				1	1	1						
Environmental Education Center	1	MS 9200	1	11		1	1	1	1					
Snedigar Recreation Center	2	Cerberus PXL	2			9		1	14	2				
Tumbleweed Recreation Center	2	EST Quick Start	10	10	1	20	2	2	122	3				1 - Ansul
McCullough Price House	1	N/A												
Desert Breeze Park	3	N/A												
Tumbleweed Park & Tennis Com	1	N/A												
Colonnades (E Boston)	1	N/A												
Colonnades (San Marcos)	1	N/A												
Colonnades (W Boston)	1	N/A												
IT Building	1	EST 3	49		8	5	1	1	29					
IT Building (Special Hazard)		Fike SHP PRO	6						2		1	2		
Community Center Bldg.	2	Seniscan 2000		9	3	21	3	2	25					1 - Ansul
<b>Section 1b</b>														
Center for the Arts	2	Gamewell E3 Series	8	19	13	2	3	2	60	14				
<b>Section 1c</b>														
Head Start	1	Firelite 5012	4		3	2		1	3	2				
Head Start 2	1	N/A												
Housing Storage B	1	Mini Scan 424A	8		6	1	1	1	8	2				
Housing Storage A	1	Mini Scan 424A	8	6		3	1	1	8	2				
Family Investment Center	1	Firelite 5012	9	2	4	5	1	1	3	2				
<b>Section 1d</b>														
Desert Oasis Aquatic Center	4	MS 9200				1	3	4	8					
Hamilton Aquatic Center	2	Notifier AFP 100	10		10	8	2	2	12					
Mesquite Groves Aquatic Center	2	Bosch D 7024				2	2	2	8	5				
Nozomi Aquatic Center	2	Notifier AM 2020	9			7	3	2	7					
<b>Section 1e</b>														
Airport Terminal	1	Simplex	14		1	5	1	1	7					
Airport Tower	1	MS 9200 UD	14			5	1	1	7					

Airport Hangar	1	N/A															
Airport Fire Pump Bldg.	N/A	Silent Knight	2			2	7	1		2							
<b>Section 1f</b>																	
Waste Water Collections Bldg. J	1	Simplex 4010	11			6	1	1	7	1							
Water Distribution Bldg. K	1	Firelite 5210 UD	16		7	5	1	1	5	3							
Municipal Utilities Admin Bldg. L	1	EST 2	1				1	1	1								
WTP Pre-Treatment Building E	2	ADT Unimode 10								2							
WTP - Electric MCC Bldgs B,C, D	1	FCI / Sys 3	6			2		1		2	2					2	
WTP - Disinfection Bldg. F	1	EST Quick Start	7			5	1	1	5								
WTP - Ballasted Flocc Bldg. H	1	EST Quick Start	4			4	1	1	5								
Reverse Osmosis Plant	1	Cerberus SXL	29	2		7	1	1	8								
Price South Well Site	N/A	Sys 3 / MRP 4424	6			3								1		1	
Frye Road Well Site	N/A	Simplex 4004	9							3							
Apache Well Site	N/A	System 3	4			5	1										
Arrowhead Well Site	N/A	System 3	2			3	2							2			
Alamosa Well Site	1	Silent Knight 5207				2	4	1	1	6							
CAP - Arizona Well Site	N/A	MS 5024	3			5	1										
CAP - Hendrix Well Site	N/A	System 3	3			6	1										
Hahn Well Site	N/A	System 3	3			6	1										
Bush Way Well Site	1	Silent Knight 5207	1				4	1	1	8	2						
Coit Well Site	N/A	System 3	5			1	1										
Golden Lane Well Site	1	MS 9200 UD	4			1	4	1	1	4				1			
Solid Waste Admin Bldg. A, Recycle Bldg. B, & HHW Bldg. C	3	Siemens FS250	6				12	3	3	24							1 - Pyro Chem
WTP - Admin Bldg. A	6	EST Quick Start	17	6	2	1	6	6	48	1	3	1	1				
AWRF Facility - Bldg. A	1	Cerberus	23			21	1	1	9								
AWRF Facility - Bldg. N	1	MS 2410 B	1			2	1	1	2	2							
AWRF Head works	1	N/A															
AWRF Thickening	1	GE Quick Start	1			6	2	1	14								
WTP - Gravity Thickening Bldg. G	1	EST 2	1			1	1	1	1								
AWRF Dewatering	1	N/A															
AWRF Effluent Pump Station Bldg. 1 & Bldg. 2	N/A	SK 2224	1			2											
AWRF Atkinson Reclamation Pump Station - old & new Bldgs		GE Quick Start	2			2											
Basha Road Well Site	1	ESL 1500					2	1	2								
AWRF Blower	1	N/A															

Monterey Well Site	N/A	System 3	3			3	1								
Gilbert Road Well Site	1	ESL						2	1	2					
Lindsay Road Well Site	1	N/A													
Comments: Arts Center has 1 fire curtain and several fire rollup doors. Community Center/Senior Center has 1 hood system. Fleet Services / Central Supply have 3 fire rollup doors. Central Supply has 1 rollup door. Fire Station 289 & Fire Station 2810 each have 1-hood systems.															
<b>Legend:</b> FACP - Fire Alarm Control Panel      INI - Initiating Devices      IND - Indicating Devices      EPA - Alarm Valve FX - Fire Extinguisher															

**PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for **FIRE PROTECTION SERVICE, MAINTENANCE & REPAIR, Bid No. BF2-936-3118**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
PRINCIPAL                      SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY                              SEAL

\_\_\_\_\_  
AGENT ADDRESS

**EXHIBIT E2**  
**PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, for **FIRE PROTECTION SERVICE, MAINTENANCE & REPAIR, Bid No. BF2-936-3118**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
PRINCIPAL SEAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

**EXHIBIT F  
PERMIT FOR FIRE PROTECTION CONTRACTORS**



**CHANDLER FIRE DEPARTMENT**



*Location:*  
151 East Boston Street  
Chandler, AZ 85225-5513  
Email: [Fire.Prevention@chandleraz.gov](mailto:Fire.Prevention@chandleraz.gov)

*Mailing Address:*  
P.O. Box 4008, MS 801  
Chandler, AZ 85244-4008  
480.782.3121

**PERMIT FOR FIRE PROTECTION CONTRACTORS**

Annually (in January) this application shall be submitted along with any updated information, COC Tax License and a permit fee of \$85 (non-refundable) (cashier checks or money order made out to City of Chandler)

To sell, service and/or install fire protection equipment pursuant to Chapter Chandler City Code.

**APPLICANT:** \_\_\_\_\_  
(Required) (Individual Owner or Company Representative)  
**D.B.A.:** \_\_\_\_\_  
(Required) (Company or Vendor Name)  
**Business Location:** \_\_\_\_\_  
(Required) Street Name City State Zip  
**Mailing Address:** \_\_\_\_\_  
(Required) (If Different From Above)  
**Business Phone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_  
(Required) (Required) (Required)

**1 LICENSED FOR:**  
(Check all that apply, Shall match Contractor's License - Required)

Installation  
 Service  
 Repair

**2 ARIZONA STATE CONTRACTOR'S LICENSE**  
(List all applicable licenses and include copy of each License with this application - Required)

# \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 # \_\_\_\_\_ Exp. Date \_\_\_\_\_

**3 TYPE OF SYSTEMS:**  
(Check all that apply, Shall match Contractor License - Required)

**EXTINGUISHERS:**  
 Portable Fire Extinguishers

**UNDERGROUND:**  
 Fire Line  
 Hydrant Installation  
 Hydrant Repair

**FIXED EXTINGUISHING SYSTEMS:**  
 Automatic Fire Extinguishing Systems  
 Water Spray  
 Foam  
 Wet Chemical Systems  
 Dry Chemical Systems  
 Standpipe Systems  
 Halon Systems  
 Carbon Dioxide System

**FIRE ALARM & DETECTION EQUIPMENT:**  
 Fire Alarm Systems - Residential  
 Fire Alarm Systems - Commercial

I (we) hereby make application for a permit to provide the products and/or services described above, pursuant to Chapter 23 Chandler City Code, IFC and EBC Code. I (we) agree to service, install and/or repair fire protection equipment in accordance with the applicable provisions of the International Fire Code and the appropriate standards of the National Fire Protection Association.

I (we) further understand that issuance of approval does not constitute recommendation of my (our) company by the City of Chandler and I (we) agree not to use such permit in said manner.

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

FPB #007 (Revised 3/12)



**City of Chandler  
Fire Department  
Fax Cover Sheet**

Physical Address: 151 East Boston Street, Chandler, AZ 85225-5513  
 Mailing Address: P.O. Box 4008, Mail Stop 801, Chandler, AZ 85244-4008  
 Email: Fire.Prevention@chandleraz.gov

Phone: 480-782-2120  
 Fax: 480-782-2125

Date: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 To: \_\_\_\_\_ Company: \_\_\_\_\_  
 From: \_\_\_\_\_ No of Pages (Including Cover Sheet): \_\_\_\_  
 Subject: Please fill out and send back with appropriate forms.

**Message:**

The attached Form is an application for a Permit for Fire Protection Contractors. This form needs to be filled out and returned along with:

1. A copy of your current contractor's license (the pocket size with the expirations date on it) for fire protection systems, fire extinguishers and underground fire lines, and a copy of the Detail License information from the ROC Website

The following are the license we will accept.

*Install / Repair / Service Underground*

Accepted Licenses: A A-12 L-16 L-37 K-16 K-37 K-60 KA

*Install / Repair / Service Aboveground (Fire Sprinklers, Foam, Wet Chem, Dry Chem, Standpipe only, Halon, & CO2)*

Accepted Licenses: L-16 K-16

*Fire Alarm & Detection Equipment*

Accepted Licenses:

Commercial - K-11 K-16 K-67 L-11 L-16 L-67

Residential - C-11 C-12 C-16 K-11 K-16 K-67

*Fire Extinguishers*

Accepted Licenses: L-16 K-16

2. A copy of your Chandler Tax and Licensing certificates
3. A copy of your current certificate of liability insurance with Chandler Fire as an additional insured. This may be faxed or sent by mail.
4. A permit fee of \$85 (non-refundable) (cashier checks or money order made out to City of Chandler)

*Our mailing address is:*

PO Box 4008 – Mail Stop 801  
 Chandler, AZ 85244-4008

*Our fax number is: 480-782-2125*

*We also require that you have your insurance company send us an original copy of your Certificate of Liability Insurance. Thank you.*

5. We will not inform you if we pull you off the Fire Protection Contractors List. It is your responsibility to make sure all information remains current to stay on the contractors list. If at any time throughout the year any of your information expires you will be pulled off of the contractors list.

As long as you have turned in all the necessary documentation you will be added to our list. If there are any problems with your paperwork you have turned in you will be contacted by fire department staff.

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the above person by telephone and return the original message to the Chandler Fire Department at the above address. Thank You.

**CITY OF CHANDLER SERVICES AGREEMENT  
FIRE PROTECTION SERVICES, REPAIR & MAINTENANCE  
AGREEMENT NO.: BF2-936-3118**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of **June, 2012**, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", **Signal One Fire & Communication, LLC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1 Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Facilities Maintenance Manager/designee (Contract Administrator), to provide the services required by this Agreement.

**1.2 Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**1.3 Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

**1.4 Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2 SCOPE OF WORK:** CONTRACTOR shall provide fire protection services, repair and maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Listing of Devices (Exhibit D), Performance Bond, and Payment Bond (Exhibits E1-E2), and Fire Protection Contractor's Permit (Exhibit F) shall be incorporated into the scope of work requirements herein.

**2.1 Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2 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.

Per the Arizona State Registrar of Contractors, either a #L-05 or #L-37 license is required to perform any work on back flow prevention valves. Award of contract shall be contingent upon CONTRACTOR either holding one of the current licenses or obtaining one within a negotiated time frame after award.

**2.3 Background Checks and Security.** CONTRACTOR shall be required to have a background check for all employees providing testing, maintenance and inspection services to CITY in order to allow CONTRACTOR's employees access to all areas within CITY, including Police and Fire Departments, Administrative offices, detention facilities, court buildings, and other restricted areas. CITY shall incur the cost of this service.

While on City property conducting services outlined in this document, CONTRACTOR'S employees shall wear uniforms or other apparel to identify as their employees.

- 2.4 Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for
- 2.5** benefit concerning this Contract without the prior written approval of the CITY.
- 2.6 Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.6.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.6.2** A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.6.3** The City retains the legal right 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. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.6.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.6.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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.
- 2.6.6** In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.6.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.7 Warranties.**
- 2.8 One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 2.9 Warranty (Equipment).** All equipment supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.
- 3 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1 Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

- 3.2 **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3 **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4 **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4 **PRICE:** CITY shall pay to CONTRACTOR an amount, including all companion Agreements, not to exceed **Two Hundred Thousand Dollars (\$200,000) per year** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.3. **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 completion of specified services and receipt of a correct invoice.
- 4.4. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.6. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM.** The term of the Contract is **two (2) year (s)**, commencing on the **1<sup>st</sup> day of July, 2012** and terminating on **June 30, 2014** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **three (3) additional terms of one year each**. CITY reserves the right, at its sole discretion, to extend the Contract for up to **sixty (60) days**.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
  - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
  - 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
  - 7.1 **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
  - 7.2 **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 7.3 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
  - 7.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
  - 7.5 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
  - 7.6 **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
- 8 **TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-CONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.
- 12. INSURANCE:**

## 12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. **All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

## 12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED 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. 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 CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

## 12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.**
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

**12.4. Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**12.5. Automobile Liability.** CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**12.6. Worker's Compensation and Employer's Liability.** CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

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

**13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Buildings & Facilities  
Contact: Kris Kircher  
Mailing Address: PO Box 4008, MS 906  
Physical Address: 650 E Ryan Rd  
City, State, Zip Chandler AZ 85244  
Phone: 480-782-2759  
FAX: 480-782-2560

In the case of the CONTRACTOR

Firm Name: Signal One Fire  
Contact: Justin Cates  
Address: 6100 S Maple Ave #118  
City, State, Zip Tempe AZ 85283  
Phone: 480-752-1777  
FAX: 480-752-1780  
EMAIL: justin.cates@jsquaredp.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

- 14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. Performance and Payment Bonds.** Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond. The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

- 15.3. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.4. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.5. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.6. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.7. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.8. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.9. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of **June, 2012**.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Signature

ATTEST:

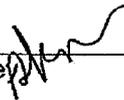
ATTEST: If Corporation

SEAL

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney 

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

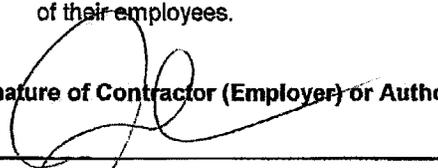
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b>	<b>BF2-936-3118</b>				
<b>Name (as listed in the contract):</b>	<b>SIGNAL ONE FIRE &amp; COMMUNICATION, LLC</b>				
<b>Street Name and Number:</b>	<b>6100 S Maple Ave, #118</b>				
<b>City:</b>	<b>Tempe</b>	<b>State:</b>	<b>AZ</b>	<b>Zip Code:</b>	<b>85283</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

  
\_\_\_\_\_

**Printed Name:** John Grako

**Title:** General Manager

**Date (month/day/year):** 5-6-2012

**EXHIBIT B  
TECHNICAL SPECIFICATIONS**

1. CONTRACTOR shall be certified or otherwise qualified to perform repairs, trouble-shoot, and reprogram all non-proprietary Fire Alarm Control Panels (FACP's) currently in use within CITY. All sections that identify more than one service per year shall be as follows; (2) services per year shall be completed every six (6) months; (4) services per year shall be completed every three (3) months. The most current listing of devices located within CITY facilities is attached (Exhibit D).

The Housing & Redevelopment Division is responsible for maintaining City-owned residential units and will also utilize this agreement, in which case Davis-Bacon wages may apply. For Davis-Bacon requirements please refer to the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>

CONTRACTOR shall be on the CITY Fire Department list of approved Fire Protection Contractors. CONTRACTORS not on the Fire Protection will not be considered. For CONTRACTORS to request to be put on the Fire Protection Contractors List for the CITY, complete the Fire Protection Contractors Permit (attached), and send supporting documentation as follows:

- A copy of your current Contractors license (the pocket size with the expirations date on it) for fire protection systems, fire extinguishers and underground fire lines,
- The following are the licenses that we will accept as listed by the Registrar of Contractors to Install/Repair/Service the following:
  - Underground- A or A-12 or KA or K-16 or K-37 or K-80 or L-16 or L-37
  - Aboveground- K16 or L-16
  - Fire Alarm & Detection Equipment- Commercial- L-11 or L-16 or L-67 or K-11 or K-16 or K-67 Residential- C-11 or C-12 or C-16 or K-11 or K-16 or K-67
  - Fire Extinguishers- L-16 or K-16
- A copy of your Chandler Tax & Licensing certificate
- A copy of your current certificate of liability insurance with Chandler Fire as an additional insured. This may be faxed or sent by mail. We require that you have your insurance company send us an original copy of your Certificate of Liability Insurance.
- This list is renewed annually in January of each year.
- A permit fee of \$85 (non-refundable) cashier's check or money order made out to City of Chandler.

CONTRACTORS/sub-contractors providing services to school districts per this Agreement, as per the Department of Public Safety, AZ Board of Fingerprinting and the AZ Dept of Economic Security, all persons are required to hold a current Level 1 (per A.R.S. 41-1758.07) Fingerprint Clearance Card or a Standard Card (per A.R.S. 41-1758.03). For more information, please contact: DPS: [www.azdps.gov](http://www.azdps.gov); ABF: [info@azbof.gov](mailto:info@azbof.gov); DES: [www.AZdes.gov](http://www.AZdes.gov). School districts utilizing this Agreement will require proof prior to entering into Agreement with CONTRACTOR.

2. **CONTRACTOR EMPLOYEES:** In addition to the CITY performing background checks on all CONTRACTOR employees, the CONTRACTOR shall perform criminal background checks on all current and prospective employees performing work for this program, as well as e-verify and drug screening tests. A listing of all employees performing work under this agreement shall be provided to the Contract Administrator/designee and Purchasing Division. Such listing shall be maintained and kept current. Prospective employees whose criminal history check discloses a misdemeanor or felony involving public indecency or harm to persons or property, or which indicate the presence of drugs, shall not be employed by CONTRACTOR to perform work under this agreement. CONTRACTOR shall be required to obtain criminal history reports and drug screening checks at the sole expense of CONTRACTOR.

- 2.1 Each member of CONTRACTOR's crew shall wear a uniform identifying him or her as a member of CONTRACTOR's personnel. CONTRACTOR shall be responsible for enforcing the requirement that all personnel display a picture identification at all times while performing work on CITY property. CONTRACTOR shall coordinate the work with the Contract Administrator/designee.
- 2.2 CONTRACTOR's personnel shall maintain, insofar as possible, a clean / neat appearance and conduct all work in a professional manner with minimal disturbance to CITY staff, residents (as applicable), as well as the general public. Should any of CONTRACTOR's personnel not be satisfactory to Contract Administrator/designee, CONTRACTOR shall be asked to replace such personnel with satisfactory replacements.
3. **FIRE SPRINKLER SYSTEMS:** The CITY requires CONTRACTOR perform inspections and tests quarterly. Any authorized repairs recommended by CONTRACTOR shall be quoted and invoiced as time and materials. CONTRACTOR shall inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Testing of fire sprinkler systems shall include inspection of internal check valves and associated hardware. Work shall be in accordance with NFPA or local codes, equipment manufacturer's recommendations, and the specifications herein. All federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein. Should discrepancies occur as to which code or standard will apply, the issue shall be resolved by the CITY Fire Department, Fire Prevention Division.
  - 3.1 CONTRACTOR shall perform fire sprinkler testing for the Chandler Municipal Court building, the Main Library and Sunset Branch Library buildings, and the Transportation & Development building sites during weekday hours from 5:00 AM to 8:00 AM. All other sites can be performed during normal business hours. However, if inadvertent actuation of the system should occur, then testing shall be rescheduled to the 5:00 AM to 8:00 AM hours, at no additional cost to the CITY. All inspections and testing shall be scheduled and coordinated by the Contract Administrator/designee. CITY staff may exercise the option of witnessing testing.
  - 3.2 Water leaks found in plumbing lines that serve a fire suppression system shall be repaired by CONTRACTOR as a billable item upon approval by Contract Administrator/designee, unless the leak is caused by CONTRACTOR wherein repairs costs shall be incurred by CONTRACTOR.
  - 3.3 All control valves located in high traffic areas shall be chain locked in the open position by CONTRACTOR. Control valves located in areas not exposed to high traffic shall not be locked. CONTRACTOR shall notify Contract Administrator/designee of any valves requiring locks.
  - 3.4 CONTRACTOR shall inspect spare head storage box for spares and all wrenches required to remove/replace all types of heads in the building. CONTRACTOR shall notify and obtain written authorization from the Contract Administrator/designee of any deficiencies prior to replenishing.
  - 3.5 CONTRACTOR shall check gauges on both sides of the check valve to determine that pressures are approximately equal. When gauges require a 5 year inspection, CONTRACTOR shall check gauges to see if they are within + or - 3% of the gauge full-scale reading. Gauges should only be replaced when they do not fall within these parameters.
  - 3.6 CONTRACTOR shall unlock chain and exercise all control valves from full open to full close and return to full open. CONTRACTOR shall lubricate stem during exercising. Tamper alarm should appear on main Fire Panel, if installed.
  - 3.7 CONTRACTOR shall open Main drain valve for one full minute and correlate flow pressure rating at main valve. CONTRACTOR shall open *Inspectors Test Valve* and discharge water to initiate a water flow alarm. Water flow alarm switch should be activated at main fire panel within 90 seconds per NFPA 72.

- 3.8 CONTRACTOR shall ensure electrical and/or water motor gong fire alarm bell is activated on flow test.
- 3.9 CONTRACTOR shall inspect sprinklers, sprinkler piping, pipe hangers, seismic braces, and look for missing or broken escutcheons to make sure all are in good condition.
- 3.10 CONTRACTOR shall complete and attach new inspection tag or punch existing.
- 4. **BUILDING FIRE ALARM SYSTEMS.** CONTRACTOR shall perform service in accordance with NFPA 72 requirements; and includes, but is not limited to a complete functional testing of fire alarm control panel, power supply, input signals, external devices such as detectors, output signals, manual stations, audible and electrical values of panel contacts.

The CITY understands that NFPA 72 mandates testing alarm systems on an annual basis. CONTRACTOR is aware CITY is requiring 100% of all alarm systems be checked twice a year - pricing listed is for 2 services per year per testing of alarm systems.

- 5. **FIRE PUMP TESTING.** CONTRACTOR shall test all fire pumps in accordance with NFPA 20 & 25. This includes all weekly, monthly, quarterly, semi-annual and annual tests a required. Documentation shall include maintaining the log book at the pump site (if log book is missing from site, it shall be CONTRACTOR's responsibility to provide new log book), as well as providing an electronic report to the Contract Administrator/designee. All tests shall be completed as required by NFPA for electric fire pump (Airport) and diesel fire pump (City Hall). CITY is requiring the City Hall fire pump to be tested on a weekly basis.

NOTE: CONTRACTOR shall not perform electric voltages and amperage measurements unless qualified in NEC Appendix 70E and the pump is under performing in what may be related to an electrical system problem. Should CONTRACTOR not be qualified in NFPA 70, Appendix 70E, tests shall be performed, as necessary, through coordination of a CITY electrician with the Buildings & Facilities Division.

- 5.2 **Halon/FM200 OR ALTERNATIVES (Gaseous Fire Extinguishing Systems):** CONTRACTOR shall perform inspection and test semi-annually. The inspection and test service for Halon/FM200 or alternatives shall be all inclusive. All device cleaning and parts replaced for normal wear and tear shall be included in the bid pricing. Replacements required that are above and beyond normal wear and tear shall be submitted to Contract Administrator/designee in the form of a quote prior to any work being completed. Exceptions shall be vandalism or damage caused by CITY or CONTRACTOR.
  - 5.2.1 Items of equipment and material considered to be part of the Halon/FM200 or alternatives system are, but not limited to: control heads, signal devices, door holders, batteries, compressors, illuminating devices, smoke detectors, manual pull stations, pneumatic cylinders, weight cartridges, piping, fire control panels, and discharge nozzles. CAL METER may be used in lieu of weighing cylinders, provided the CAL METER has a current annual calibration tag by an approved calibration laboratory. CONTRACTOR shall complete and attach new inspection tag or punch existing.
- 6. **FIRE EXTINGUISHERS.** CONTRACTOR shall perform services to include, but not be limited to: inspection, testing and maintenance of fire extinguishers in accordance with NFPA Standard 10. Maintenance shall be a thorough examination of the fire extinguisher in order to give maximum assurance that a fire extinguisher will operate effectively and safely. It includes a thorough examination and any necessary repair or replacement. Testing should reveal if any hydrostatic testing is required. CONTRACTOR shall perform annual maintenance on all fire extinguishers not more than one (1) year apart, at the time of hydrostatic test, or when specifically indicated by an inspection. The jail area in the Police Department is the only location that will require semi-annual maintenance of fire extinguishers, not more than six (6) months apart.

Recharging is the replacement of the extinguishing agent and also includes the expellant for certain types of fire extinguishers. Recharging shall be used on an as-needed basis.

The removal of agent from halogenated agent fire extinguishers shall only be done using a listed Halon closed recovery system. When the applicable maintenance procedures are performed during periodic recharging or hydrostatic testing, the 6-year requirement shall begin from that date. This will be performed on an as-needed basis.

Fire extinguishers removed from service for maintenance or recharge shall be replaced by a fire extinguisher suitable for the type of hazard being protected and of at least equal rating.

Fire trucks have 20-lb "ABC" Dry Chemical (20 each), "D" Dry Powder (3 each) and "BC" CO<sub>2</sub> (6 each) fire extinguishers and are inspected and serviced on a called in, as needed basis, but on average 6 to 10 units at a time every 3 to 4 months. The expectation is no longer than a 3- day turnaround from call for service to ready to use. On-site service is preferred

The CITY uses ABC, BC, CO<sub>2</sub>, and Halon extinguishers.

**7. COMMERCIAL KITCHEN EXHAUST HOOD SYSTEM.**

CONTRACTOR shall inspect, test, and service, chemical kitchen hood systems in accordance with NFPA 13, 17, 17A, and 96 or current enforceable codes. The complete inspection, testing and service of each unit shall be performed semi-annually as scheduled by the Contract Administrator/designee.

All cylinders are to be weighed and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced by CONTRACTOR shall be returned to CITY. CONTRACTOR shall ensure nozzle caps are in place and do not have an accumulation of grease.

CONTRACTOR shall inspect and test all actuating devices semi-annually. Operation of actuating devices must result in transmission to the alarm panel. CONTRACTOR shall ensure gas and electric are automatically shut off during each test. CONTRACTOR shall reset gas valve and re-light pilot lights as directed by CITY. CONTRACTOR shall reset interlocks manually.

- 8. MONITORING SERVICE.** CONTRACTOR shall utilize the current U.L. listed Central Station to ensure continuity of fire alarm and supervisory signal monitoring service per International Fire Code, Section 907.15 Monitoring. At this time, it is the preference of CITY to not change monitoring company; however, if it is determined to be in the best interest of the CITY, CITY may elect to change. If CONTRACTOR feels a need to change monitoring companies, CONTRACTOR shall be responsible for any fees. At any time during the agreement period, Contract Administrator/designee may request a report from CONTRACTOR demonstrating CONTRACTOR's compliance to specifications for monitoring service.

The City of Chandler will not be utilizing monitoring services at this time. This information is being left in the Agreement and pricing pages for the benefit of S.A.V.E. agencies using the Agreement.

- 9. REPORTS.** CONTRACTOR shall insure all inspection and testing reports shall be in accordance with NFPA Standard No. 25 Appendix B and NFPA 72 format. The report shall be on computer-generated forms (for legibility, i.e. not hand-written) that contain the information as required by NFPA codes. These reports are very important for CITY records and must be completed and submitted as required. Forms can be emailed to Contract Administrator/designee, when available.
- 10. SMOKE DETECTORS SENSITIVITY TESTING.** CONTRACTOR shall establish a smoke detector sensitivity testing program/report for CITY in compliance with National Fire Protection Association (NFPA), Standard 72. All smoke detectors shall be tested on an annual basis. The report shall be on computer-

generated forms that contain the information as required by NFPA. CONTRACTOR shall assume all smoke alarms are not addressable, unless otherwise noted.

11. **BACKFLOW PREVENTION DEVICES.** CONTRACTOR shall establish an annual backflow prevention devices testing program/report for CITY in compliance with NFPA, Standard 25. Backflows will be tested upon request (Buildings & Facilities tests their own; other areas may need assistance). This testing program shall be done for all areas listed herein, with the exception of the Parks & Facilities Division, who will conduct their own testing/reporting. The report shall be on computer-generated forms that contain the information as required by NFPA codes.

12. **REPAIR WORK OUTSIDE ROUTINE MAINTENANCE.** CONTRACTOR shall not execute any internal work orders generated from their inspections without Contract Administrator/designee approval. An approved Purchase Order number, or other CITY approved means of payment, shall be required prior to any repair work outside the routine service.

CONTRACTOR shall be able to perform repairs, troubleshoot, and reprogram all FACP's in use within CITY.

13. **REPLACEMENT PARTS.** CONTRACTOR shall bill CITY for replacement parts not included in routine maintenance and additional equipment will be billed at CONTRACTOR's invoice price plus an agreed upon markup. Any invoices submitted in this matter must have copies attached of CONTRACTOR's invoices for the cost of parts and agreed upon markup. All material shall meet all manufacturers' specifications. All old parts being replaced shall be returned to CITY.

14. **INVOICES.** Invoices shall be batched together and consolidated; all sprinkler tests for a given period shall be invoiced as one invoice per each Section listed in Exhibit C. For example, all fire alarm tests for a given period for Section 1.c. will be forwarded to the Housing Division all on one invoice; Section 1.a will be forward to Buildings & Facilities, etc. All invoices for service calls outside the routine maintenance must include location, equipment and identification information, summary of work performed including time of arrival at work site, date work was performed, technician's name, work order number and number of hours that was required for work to be performed.

15. **WORK HOURS.** Service shall be made available to the CITY 365-days per year, 24-hours per day, unless it is an emergency. A representative of CITY shall decide such emergency condition. For routine service, a minimum of 24-hours' notice shall be given to the appropriate department prior to work.

**Business hours** shall be work performed between 6:00 am – 6:00 pm, Monday through Friday, unless CONTRACTOR and Contract Administrator/designee mutually agree upon a different start time.

**After hours** shall be work performed after 6:00 pm and before 6:00 am the next morning.

**Weekend and City recognized holiday hours** shall be work performed after 6:00 pm on Friday and before 6:00 am on Monday. Holiday hours start at 6:00 pm the day prior to a holiday and end at 6:00 am the day following the holiday.

CONTRACTOR shall provide CITY with a phone number for emergency calls and shall respond to an emergency service call within two (2) hours from time call was placed seven (7) days per week. CONTRACTOR shall respond to a routine service call within twenty-four (24) hours from the time of notification. Routine service shall be defined as any problem other than an emergency request. It should also be noted that, should it be necessary for CONTRACTOR to return to a location to do additional work in order to repair/replace or otherwise maintain a unit, CONTRACTOR shall not bill the location for additional service calls.

CITY Holidays are as follows:

- 1) New Year's Eve Night – December 31<sup>st</sup>

- 2) New Year's Day – January 1<sup>st</sup>
- 3) Martin Luther King's Birthday – 3<sup>rd</sup> Monday in January
- 4) President's Day – 3<sup>rd</sup> Monday in February
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4<sup>th</sup>
- 7) Labor Day – 1<sup>st</sup>Monday in September
- 8) Veterans Day – 2<sup>nd</sup> Monday in November
- 9) Thanksgiving Holiday – 4<sup>th</sup> Thursday in November & the following Friday
- 10) Christmas Eve from 12:00 Noon – December 24<sup>th</sup>
- 11) Christmas Day - December 25<sup>th</sup>

\*After service call, CONTRACTOR shall remove all debris and leave the site in a state of good order and cleanliness.

16. **TOOLS AND EQUIPMENT.** CONTRACTOR shall provide all tools and equipment necessary to accomplished the testing and maintenance of fire protection systems and components referenced in Exhibit B. CITY's equipment and tools shall not be used. CONTRACTOR's equipment and tools are required to be in good condition and employees shall be trained in the proper operation of tools and equipment. CONTRACTOR's employees shall be trained and proper personnel protective equipment provided for working at heights.
17. **FLOODING AND EROSION.** CONTRACTOR shall install a discharge hose at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of CONTRACTOR to repair at no additional cost to CITY. Should CITY find it necessary to make any repairs for landscape damage or erosion caused by CONTRACTOR, the cost shall be deducted from monies owed to CONTRACTOR.
18. **IMPAIRMENTS TO FIRE PROTECTION SYSTEMS.** Should an impairment to a water-based fire protection system occur, CONTRACTOR shall follow the procedures outlined in NFPA 25, including the attachment of a tag to the impaired system. CONTRACTOR shall also tag all other impaired fire protection equipment as discussed below. Tags may be obtained from the Contract Administrator/designee.

When an impairment occurs to other fire protection and/or fire alarm systems, water supplies, fire pumps gaseous or chemical extinguishing systems, CONTRACTOR shall notify the Contract Administrator/designee, Municipal Utilities Department representative, or Housing Division representative, whoever is responsible for the jurisdiction. If the impairment involves a fire pump or water supplies, procedures in the CITY's safety manual section for lockout/tag out shall be followed.

If impairment is going to be extended overnight or longer, the Fire Marshal's office and CITY's Risk Management Division (to enable them to notify the Property Insurance Company) shall be notified. During impairment, it may be necessary to provide a fire watch or an approved alternative option. This will be at the expense of the CITY, unless CONTRACTOR caused the impairment, at which time, CONTRACTOR shall pay the expense of providing the fire watch or approved alternative option.

**EXHIBIT C  
PRICING**

SECTION 1.a - Fire Alarms - Buildings & Facilities Division		# of Svs	Price per Svs	Ext Price
1	Parks & Facilities Admin Bldg., 650 E Ryan Rd	2	\$ 150.00	\$ 300.00
2	City Hall Tower, 175 S Arizona Ave	2	\$ 900.00	\$ 1,800.00
3	Council Chambers, 88 E Chicago St	2	\$ -	\$ -
4	Vision Gallery/Utilities, 10 E Chicago St	2	\$ -	\$ -
5	Neighborhood Services, 235 S Arizona Ave	2	\$ -	\$ -
6	CAPA/Print Shop/Parking Garage; 210 S Washington	2	\$ 225.00	\$ 450.00
7	Chandler Museum, 178 E Commonwealth Ave	2	\$ 110.00	\$ 220.00
8	Fire Headquarters, 151 E Boston	2	\$ 450.00	\$ 900.00
9	Fire Training Facility, 3550 S Dobson Rd	2	\$ 125.00	\$ 250.00
10	Fire Support Facility, 163 S Price Rd	2	\$ 75.00	\$ 150.00
11	Fire Station 281, 911 S Hamilton	2	\$ 150.00	\$ 300.00
12	Fire Station 282, 1911 N Alma School Rd	2	\$ 150.00	\$ 300.00
13	Fire Station 283, 275 S Ellis Rd	2	\$ 120.00	\$ 240.00
14	Fire Station 284, 249 N Kyrene Rd	2	\$ 150.00	\$ 300.00
15	Fire Station 285, 1775 W Queen Creek Rd	2	\$ 75.00	\$ 150.00
16	Fire Station 286, 911 N Jackson St	2	\$ 75.00	\$ 150.00
17	Fire Station 287, 6200 S Gilbert Rd	2	\$ 110.00	\$ 220.00
18	Fire Station 288, 711 W Frye Rd	2	\$ 150.00	\$ 300.00
19	Fire Station 289, 211 N Desert Breeze Blvd	2	\$ 150.00	\$ 300.00
20	Fire Station 2810, 5211 S McQueen Rd	2	\$ 150.00	\$ 300.00
21	Police Main Headquarters, 250 E Chicago St	2	\$ 225.00	\$ 450.00
22	Police Department North, 221 E Boston	2	\$ 150.00	\$ 300.00
23	Police Desert Breeze Substation, 251 N Desert Breeze Blvd	2	\$ 110.00	\$ 220.00

14.a	Fire Alarm – Alamosa Well Site- R/O Blower Bldg., 4260 S Gilbert Rd	2	\$ 100.00	\$ 200.00
15	Fire Alarm –CAP AZ Booster Well Site, 597 E Western Canal	2	\$ 100.00	\$ 200.00
16	Fire Alarm – CAP Hendrix Booster Well Site, 1330 W Cortez Ct.	2	\$ 100.00	\$ 200.00
17	Fire Alarm – Hahn Booster Well Site, 490 E Warner Rd	2	\$ 100.00	\$ 200.00
18	Fire Alarm – Bushway Well Site, 625 W Bush Way	2	\$ 100.00	\$ 200.00
19	Fire Alarm – Colt Well Site, 2127 N 91 <sup>st</sup> Pl	2	\$ 125.00	\$ 250.00
20	Fire Alarm – Golden Well Site, 3651 W Golden Ln	2	\$ 110.00	\$ 220.00
21	Fire Alarm – Solid Waste Admin Bldg. A and HHW Bldg. C,	2	\$ 450.00	\$ 900.00
22	Fire Alarm – Airport AWRF – Admin Bldg., 905 E Queen Creek Rd	2	\$ -	\$ -
23	Fire Alarm – AWRF – Maintenance Shop, 905 E Queen Creek Rd	2	\$ 150.00	\$ 300.00
24	Fire Alarm – AWRF Head works, 905 E Queen Creek Rd	2	\$ -	\$ -
25	Fire Alarm – AWRF Thickening, 905 E Queen Creek Rd	2	\$ 125.00	\$ 250.00
26	Fire Alarm – AWRF Dewatering, 905 E Queen Creek Rd	2	\$ -	\$ -
27	Fire Alarm – AWRF Atkinson Aerator Basin, 905 E Queen Creek Rd	2	\$ 125.00	\$ 250.00
28	Fire Alarm – AWRF Atkinson Bldg. Head works, 905 E Queen Creek Rd	2	\$ 75.00	\$ 150.00
29	Fire Alarm – AWRF Atkinson Effluent Pump Stations Bldg. 1,	2	\$ 50.00	\$ 100.00
30	Fire Alarm – AWRF Atkinson Effluent Pump Stations Bldg. 2,	2	\$ 125.00	\$ 250.00
31	Fire Alarm –AWRF Atkinson Bldgs– old Reclamation Pump Station,	2	\$ 100.00	\$ 200.00
32	Fire Alarm–AWRF Atkinson Bldgs– new Reclamation Pump Station,	2	\$ 125.00	\$ 250.00
33	Fire Alarm – Basha Well Site, 4501 S Basha Rd	2	\$ 125.00	\$ 250.00
34	Fire Alarm – Monterey Well Site, 3840 W Monterey	2	\$ 100.00	\$ 200.00
35	Fire Alarm – Gilbert Well Site, 6120 S Gilbert	2	\$ 90.00	\$ 180.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>7,620.00</b>

SECTION 2.a. - SPRINKLERS/BUILDING & FACILITIES DIVISION		# of Svs	Price per Svs	Ext Price
1	FM200 – Information Technology, 275 E Buffalo	2	\$ 160.00	\$ 320.00
2	Wet Pipe – Information Technology, 275 E Buffalo	4	\$ 70.00	\$ 280.00
3	Wet Pipe - Sprinkler – Downtown Colonnade (next to San Marcos)	4	\$ 210.00	\$ 840.00
4	Wet Pipe - Sprinkler – Community Center, 125 E Commonwealth	4	\$ 140.00	\$ 560.00
5	Wet Pipe – Fire Training, Building A, 3550 S Dobson	4	\$ 70.00	\$ 280.00
6	Wet Pipe – Fire Training, Building D, 3550 S Dobson	4	\$ 70.00	\$ 280.00
7	Wet Pipe – Fire Training, Building E, 3550 S Dobson	4	\$ 70.00	\$ 280.00
8	Wet Pipe – Police Desert Breeze Substation, 251 N Desert Breeze Blvd.	4	\$ 70.00	\$ 280.00
9	Wet Pipe – Fire Support Facility, 163 S Price Rd	4	\$ 70.00	\$ 280.00
10	Wet Pipe – Fire Headquarters, 151 E Boston	12	\$ 70.00	\$ 840.00
11	Wet Pipe – Fire Station 281, 911 S Hamilton	4	\$ 70.00	\$ 280.00
12	Wet Pipe – Fire Station 282, 1911 N Alma School Rd	4	\$ 70.00	\$ 280.00
13	Wet Pipe – Fire Station 283, 275 S Ellis Rd	4	\$ 70.00	\$ 280.00
14	Wet Pipe – Fire Station 284, 249 N Kyrene Rd	4	\$ 70.00	\$ 280.00
15	Wet Pipe – Fire Station 285, 1775 W Queen Creek Rd	4	\$ 70.00	\$ 280.00
16	Wet Pipe – Fire Station 286, 911 N Jackson St	4	\$ 70.00	\$ 280.00
17	Wet Pipe – Fire Station 287, 6200 S Gilbert Rd	4	\$ 70.00	\$ 280.00
18	Wet Pipe – Fire Station 288, 711 W Frye Rd	4	\$ 70.00	\$ 280.00
19	Wet Pipe – Fire Station 289, 211 N Desert Breeze Blvd	4	\$ 70.00	\$ 280.00
20	Wet Pipe – Fire Station 2810, 5211 S McQueen Rd	4	\$ 70.00	\$ 280.00
21	Wet Pipe - Sprinkler – 975 E Armstrong Way, Bldgs B, C, O, L and I	4	\$ 140.00	\$ 560.00
22	Wet Pipe – Police Department North, 221 E Boston	4	\$ 70.00	\$ 280.00
23	Wet Pipe – Transportation & Development, 215 E Buffalo	4	\$ 70.00	\$ 280.00
24	Wet Pipe – Snedigar Recreation Center, 4500 S Basha Rd	4	\$ 70.00	\$ 280.00
25	Wet Pipe – Snedigar Classrooms, 450 S Basha Rd	4	\$ 70.00	\$ 280.00

26	Wet Pipe – Police Headquarters, 250 E Chicago	4	\$ 210.00	\$ 840.00
27	Wet Pipe – City Municipal Courts, 200 E Chicago	4	\$ 70.00	\$ 280.00
28	Wet Pipe – Downtown Main Library, 22 S Delaware	4	\$ 70.00	\$ 280.00
29	Wet Pipe - Sunset Library, 4930 W Ray Rd	4	\$ 70.00	\$ 280.00
30	Wet Pipe – Chandler Tennis Complex, 2250 S McQueen Rd	4	\$ 70.00	\$ 280.00
31	Wet Pipe – Desert Breeze Park R/R Bldg. (3 Systems; 4 x each= 12)	12	\$ 70.00	\$ 840.00
32	Wet Pipe - Parks & Facilities Admin Bldg., 650 E Ryan Rd (2 systems; x 4 each = 8)	8	\$ 70.00	\$ 560.00
33	City Hall Tower, 175 S Arizona Ave	4	\$ 210.00	\$ 840.00
34	Council Chambers, 88 E Chicago St	4	\$ 210.00	\$ 840.00
35	Vision Gallery/Utilities, 10 E Chicago St	4	\$ 210.00	\$ 840.00
36	Neighborhood Services, 235 S Arizona Ave	4	\$ 210.00	\$ 840.00
37	CAPA / Print Shop / Parking Garage; 210 S Washington	4	\$ 210.00	\$ 840.00
38	Wet Pipe - Chandler Museum, 178 E Commonwealth Ave	4	\$ 210.00	\$ 840.00
39	Wet Pipe - Chandler Park & Ride, 2100 S Hamilton	1	\$ 70.00	\$ 70.00
40	Wet Pipe – McCullough-Price House, 300 S Chandler Village Dr	4	\$ 70.00	\$ 280.00
41	Wet Pipe – Chandler Railroad Museum, 330 E. Ryan Rd	4	\$ 70.00	\$ 280.00
42	Wet Pipe - Desert Breeze Park, 660 N Desert Breeze Bl. East	4	\$ 210.00	\$ 840.00
43	Wet Pipe–Tumbleweed Park & Tennis Complex, 2250 S McQueen Rd.	4	\$ 70.00	\$ 280.00
44	Wet Pipes - Colonnades (E. Boston),	4	\$ 70.00	\$ 280.00
45	Wet Pipes - Colonnades (W. Boston),	4	\$ 70.00	\$ 280.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>19,430.00</b>

<b>SECTION 2.b - Sprinklers/Center for the Arts</b>		<b># of Svs</b>	<b>Price per Svs</b>	<b>Ext Price</b>
1	Wet Pipe – Center for the Arts, 250 N Arizona Ave	4	\$ 140.00	\$ 560.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>560.00</b>

SECTION 2.c - Sprinklers/ Public Housing Authority		# of Svs	Price per Svs	Ext Price
1	Wet Pipe – Family Investment Center, 71 S Hamilton	4	\$ 70.00	\$ 280.00
2	Wet Pipe – Head Start #2, 130 N Hamilton St	4	\$ 70.00	\$ 280.00
3	Wet Pipe – Head Start, 660 S Palm Ln	4	\$ 70.00	\$ 280.00
4	Wet Pipe – Housing Storage Bldg. A, 73 S Hamilton	4	\$ 70.00	\$ 280.00
5	Wet Pipe – Housing Storage Bldg. B, 73 S Hamilton	4	\$ 70.00	\$ 280.00
6	Wet Pipe – Housing Maintenance Office, 2370 S Airport Blvd Bldg. A	4	\$ 70.00	\$ 280.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>1,680.00</b>

SECTION 2.d - Sprinklers/Aquatics Division		# of Svs	Price per Svs	Ext Price
1	Wet Pipe – Desert Oasis Aquatics, 1550 W Summit	4	\$ 280.00	\$ 1,120.00
2	Wet Pipe – Hamilton Aquatic Center, 3838 S Arizona Ave	4	\$ 140.00	\$ 560.00
3	Wet Pipe – Mesquite Groves Aquatic Center, 5901 S Hillcrest Dr	4	\$ 140.00	\$ 560.00
4	Wet Pipe – Nozomi Aquatics Center, 250 S Kyrene, (2 systems x 4 visits ea.)	4	\$ 140.00	\$ 560.00
5	Wet Pipe - Arrowhead Pool, 1475 W Erie St.	4	70	\$ 280.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>3,080.00</b>

SECTION 2.e - Sprinklers/Airport		# of Svs	Price per Svs	Ext Price
1	Wet Pipe – Airport Terminal, 2380 S Stinson Way	4	\$ 70.00	\$ 280.00
2	Wet Pipe – Airport Tower	4	\$ 70.00	\$ 280.00
3	Wet Pipe – Storage Hangar, Bldg. B, 2370 S Airport Blvd Bldg. B	4	\$ 70.00	\$ 280.00
4	Wet Pipe – Modular Bldg., 2370 S Airport Blvd, Bldg. A	4	\$ 70.00	\$ 280.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>1,120.00</b>

SECTION 2.F - Sprinklers/Municipal Utilities		# of Svs	Price per Svs	Ext Price
1	Wet Pipe – WPF Basha Well Site, 4501 S Basha Rd	4	\$ 70.00	\$ 280.00
2	Wet Pipe – Airport WRF - Admin, 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00

3	Wet Pipe – Reverse Osmosis Plant, 3737 S Old Price Rd	4	\$ 70.00	\$ 280.00
4	Wet Pipe – Golden Well Site, 3651 W Golden Ln	4	\$ 70.00	\$ 280.00
5	Wet Pipe – WTP Admin Bldg., 1475 E Pecos	4	\$ 420.00	\$ 1,680.00
6	Wet Pipe – WTP Pre-Treat Bldg. E, 1475 E Pecos	4	\$ 140.00	\$ 560.00
7	Wet Pipe – WTP Electric MCC Bldg. B, C, D, 1475 E Pecos	4	\$ 70.00	\$ 280.00
8	Halon – WTP Admin Bldg., 1475 E Pecos	2	\$ 350.00	\$ 700.00
9	Halon – WTP Pre-Treat Bldg. E, 1475 E Pecos	2	\$ 175.00	\$ 350.00
10	Halon – WTP Electric MCC Bldg. B, C, D, 1475 E Pecos	2	\$ 175.00	\$ 350.00
11	Wet Pipe – Alamosa Well Site, 4260 S Gilbert Rd	4	\$ 140.00	\$ 560.00
12	Wet Pipe – Bush Way Well Site, 625 W Bush Way	4	\$ 70.00	\$ 280.00
13	Wet Pipe - Gilbert Well Site – 6120 S Gilbert	4	\$ 70.00	\$ 280.00
14	Lindsay Well Site, 6300 S Lindsay Rd	4	\$ 70.00	\$ 280.00
15	Monterey Well Site, 3840 W Monterey	4	\$ -	\$ -
16	Municipal Utilities – Admin, 975 E Armstrong Way Bldg. L	4	\$ 70.00	\$ 280.00
17	Wastewater Collection, 975 E Armstrong Way Bldg. J	4	\$ 70.00	\$ 280.00
18	Solid Waste Admin, 955 E Queen Creek Rd, Bldg. A and HHW Bldg. C	4	\$ 70.00	\$ 280.00
19	Solid Waste Recycle, 955 E Queen Creek Rd, Bldg. B	4	\$ 70.00	\$ 280.00
20	Wet Pipe – Water Distribution, 975 E Armstrong Way Bldg. K	4	\$ 70.00	\$ 280.00
21	Wet Pipe – Transfer Station, 955 E Queen Creek	4	\$ 70.00	\$ 280.00
22	Wet Pipe – Meter Services, 975 E Armstrong Way, Bldg. O	4	\$ 70.00	\$ 280.00
23	AWRF – Maintenance Shop, 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00
24	AWRF Head works, 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00
25	AWRF Thickening, 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00
26	AWRF Dewatering, 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00
27	AWRF Admin Bldg. & Blower Bldg., 905 E Queen Creek Rd	4	\$ 70.00	\$ 280.00
28	WTP Disinfection, 1475 E Pecos Bldg. F (storage)	4	\$ 70.00	\$ 280.00

29	WTP Ballasted Floc 1475 E Pecos Bldg. H (trailer)	4	\$ 70.00	\$ 280.00
30	WTP Gravity Thickener Bldg. 1475 E Pecos	4	\$ 70.00	\$ 280.00
<b>TOTAL ANNUAL COST - ALL ITEMS</b>			<b>\$</b>	<b>10,640.00</b>

<b>SECTION 3 - MONITORING HAS BEEN DELETED</b>	<b>SECTION 3 - DELETED</b>
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<b>SECTION 4 - Special Systems</b>		<b># of Svs</b>	<b>Price per Svs</b>	<b>Ext Price</b>
1	Ansul Hood – Community Center Kitchen Fume Hood, 125 E Commonwealth	2	\$ 95.00	\$ 190.00
2	Fire Curtains / Fire Doors – Center for the Arts, 250 N Arizona Ave	1	\$ 150.00	\$ 150.00
3	Annual Fire Pump Test – Chandler Airport Tower (electric)	1	\$ 6,600.00	\$ 6,600.00
3.a	Annual Fire Pump Test – Chandler City Hall (diesel)	1	\$ 6,600.00	\$ 6,600.00
4	Annual Check Valve Test – (price per each test; to be determined at a later date the number of valves to be tested)	1	\$ 65.00	\$ 65.00
5	5-year Check Valve Test; (1 test every 5-years)	1	\$ 65.00	\$ 65.00
6	Annual Backflow Valve Test: 3/4" thru 4" Backflow Annual Test	1	\$ 45.00	\$ 45.00
7	Annual Backflow Valve Test: 5" and up Backflow Annual Test	1	\$ 45.00	\$ 45.00
<b>TOTAL ANNUAL COST</b>			<b>\$</b>	<b>13,760.00</b>

<b>SECTION 5 - Fire Extinguishers (to be serviced at all locations)</b>		<b># of Svs</b>	<b>Price per Svs</b>	<b>Ext Price</b>
1	ABC 5 lb. (PD Jail / Courts / Desert Breeze)	2	\$ 55.00	\$ 110.00
2	ABC 10 lb. (PD Jail / Courts / Desert Breeze)	2	\$ 55.00	\$ 110.00
Various Locations:				
3	ABC 5 lb.	1	\$ 3.50	\$ 3.50
4	ABC 10 lb.	1	\$ 3.50	\$ 3.50
5	ABC 16 lb.	1	\$ 3.50	\$ 3.50
6	ABC 20 lb.	1	\$ 3.50	\$ 3.50
7	ABC 2 ½ lb. (done at the discretion of Fleet Manager, these are located in vehicles)	1	\$ 10.00	\$ 10.00
8	ABC 5 lb.	1	\$ _____	\$ _____
9	ABC 10 lb.	1	\$ _____	\$ _____
10	ABC 16 lb.	1	\$ _____	\$ _____
11	ABC 20 lb.	1	\$ _____	\$ _____
12	BC (CO2) 10 lb.	1	\$ 25.00	\$ 25.00
13	BC (CO2) 20 lb.	1	\$ 28.00	\$ 28.00
14	Halon 3LB.	1	QUOTED	QUOTED
15	Halon 9LB.	1	QUOTED	QUOTED
<b>TOTAL ANNUAL COST</b>			<b>\$</b>	<b>297.00</b>

<b>6 Year Teardown</b>		<b># of Svs</b>	<b>Price per Svs</b>	<b>Ext Price</b>
16	ABC 5 lb.	1	\$ 5.50	\$ 5.50
17	ABC 10 lb.	1	\$ 5.50	\$ 5.50

18	ABC 16 lb.	1	\$ 5.50	\$ 5.50
19	ABC 20 lb.	1	\$ 5.50	\$ 5.50
20	BC (CO2) 10 lb.	1	\$ -	\$ -
21	BC (CO2) 20 lb.	1	\$ -	\$ -
22	Halon 3LB.	1	QUOTED	QUOTED
23	Halon 9LB.	1	QUOTED	QUOTED
<b>TOTAL ANNUAL COST</b>			\$	<b>22.00</b>

12 Year Hydrostatic		# of Svs	Price per Svs	Ext Price
24	ABC 5 lb.	1	\$ 6.00	\$ 6.00
25	ABC 10 lb.	1	\$ 6.00	\$ 6.00
26	ABC 16 lb.	1	\$ 6.00	\$ 6.00
27	ABC 20 lb.	1	\$ 6.00	\$ 6.00
28	BC (CO2) 10 lb.	1	\$ 11.00	\$ 11.00
29	BC (CO2) 20 lb.	1	\$ 11.00	\$ 11.00
30	Halon 3LB.	1	QUOTED	QUOTED
31	Halon 9LB.	1	QUOTED	QUOTED
<b>TOTAL ANNUAL COST</b>			\$	<b>46.00</b>

32	<b>Hourly Rate for service calls not included in monthly rate:</b>	\$ 75.00
33	<b>Overtime Rate:</b>	\$ 112.50

Section 6 - Miscellaneous		Price per Hour	
1	Hourly Rate for service calls or repairs not included in monthly service	\$	75.00
2	Overtime Rate	\$	112.50
3	Parts/Equipment – Cost plus %		25%
4	Response time Standard Call		WITHIN 24 HRS
5	Response time Emergency Call		WITHIN 24HRS
6	Rate for repair and reprogramming of proprietary panels		N/A
7	Fee for inspection of check valve assembly installed on Class 1 or Class 2 fire protection system. Service shall be performed on annual basis with record of inspection provided to City Fire Department and Water Production Department:	Annual Rate:	N/A
8	Monthly Monitoring Service	Per Building:	\$ 30.00
9	Sensitivity Device	Per Device:	\$ 2.00
		Parts - Cost plus:	25%

SECTION 7- Housing Pricing (incl. Davis-Bacon wages for projects over \$2,000)		Hourly Rate	
H1		Straight Time Rate	\$ 75.00
H2		Overtime Rate	\$ 112.50

<b>Service &amp; Maintenance First Year Sub-Totals:</b>	
	\$ 23,110.00
	\$ 36,510.00
	Deleted
	\$ 13,760.00
	\$ 365.00
	<b>\$ 73,745.00</b>

<b>Service &amp; Maintenance 2<sup>nd</sup> Year Sub-Totals:</b>	
	\$ 23,110.00
	\$ 36,510.00
	Deleted
	\$ 13,360.00
	\$ 365.00
	\$ 73,345.00

**TOTAL WORK UNDER THIS AGREEMENT, INCLUDING ANNUAL SERVICE & MAINTENANCE, EMERGENCY REPAIRS AND FIRE EXTINGUISHER SERVICING, SHALL NOT EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) PER YEAR PER THIS AGREEMENT, INCLUDING ALL COMPANION AGREEMENTS.**

**EXHIBIT D – DEVICE COUNT**

Location	Sprinklers	Fire Alarm	Smokes	Beams	Ducts	Thermals	Pulls	Tampers	Waterflow	Horn Strobe	Strobes	Horns	Bells	Abort Station	Hood System
<b>Section 1a</b>															
Parks & Facilities Admin Building	2	Firelite 9600	3		12		7	2	2	25	13				
City Hall Tower	6	Firelite MS9600UDLS	69		36	4	2	10	6	83	87		1		
Council Chambers		N/A	22		3			1	1	28	6				
Vision Gallery / Utilities															
Neighborhood Services	1	N/A	2		2		3	1	1	9	2		1		
CAPA / Print Shop	3	Firelite MS9600UDLS	2		1	2	1	3	2	10	2		1		
Chandler Museum		Notifier	5										1		
Fire Headquarters Bldg.	3	MS 9200 UDLS	74		18	18		3	3	38	12				
Fire Training Facility - Traller	1	N/A													
Fire Training Facility - Bldg. A	1	N/A													
Fire Training Facility - Bldg. B	1	MS 5024	1					3	3						
Fire Training Facility - Bldg. E	1	N/A													
Fire Support Facility		Siemens FS250	1		6		1	2	1	12	2				
Fire Station # 281	1	MS 5024	15			6	4	1	1	12	3				
Fire Station # 282	1	MS 5210 UD	20		1		6	1	1	7	2				
Fire Station # 283	1	MS 5012	1				1	1	1	1					
Fire Station # 284	1	MS 5 UD	11					1	1		4		4		
Fire Station # 285	1	MS 5012	1					1	1						
Fire Station # 286	1	MS 5012	1				1		1	1					
Fire Station # 287	1	MS 5 UD	1				1		1	1					
Fire Station # 288	1	Siemens FS100	6				1		1	1					
Fire Station # 289	1	EST Fireshield	8				1	1	1	1					1 - Range Guard
Fire Station # 2810	1	MS 9050	19		5		1	1	1	5		11			1 - Ansul
Police Main HQ Bldg.	3	EST 2 / FCI	75			8	20	3	3	53	16				
Chandler Hghts Police Substation	1	MS 9200	1		10		3	2	1	1					
Police Desert Breeze Substation	1	EST Fireshield	1		1		1	1	1	2	1				
Police Property & Evidence	1	Notifier	38	4		34	8	1	1	33	5				
City Municipal Courts	1	EST 2	22				11	1	1	34	14				
Transportation & Development	1	Simplex 4010	35		52	4	10	1	1	46	16				
Downtown Main Library	1	EST LSS-36	32		8	4	8	1	1	13	6				

Sunset Branch Library	1	Firelite MS9200UDLS												
Fleet Services Bldg. I	1	EST 2	13			17	1	1						
Traffic Bldg. B	1	EST 2				1	1	1						
Meter Services Bldg. O	1	EST 2	6			3	1	1	4					
Streets Bldg. C	1	EST 2				1	1	1						
Environmental Education Center	1	MS 9200	1	11		1	1	1	1					
Snedigar Recreation Center	2	Cerberus PXL	2			9		1	14	2				
Tumbleweed Recreation Center	2	EST Quick Start	10	10	1	20	2	2	122	3				1 - Ansul
McCullough Price House	1	N/A												
Desert Breeze Park	3	N/A												
Tumbleweed Park & Tennis Com	1	N/A												
Colonnades (E Boston)	1	N/A												
Colonnades (San Marcos)	1	N/A												
Colonnades (W Boston)	1	N/A												
IT Building	1	EST 3	49		8	5	1	1	29					
IT Building (Special Hazard)		Fike SHP PRO	6						2		1	2		
Community Center Bldg.	2	Seniscan 2000		9	3	21	3	2	25					1 - Ansul
<b>Section 1b</b>														
Center for the Arts	2	Gamewell E3 Series	8	19	13	2	3	2	60	14				
<b>Section 1c</b>														
Head Start	1	Firelite 5012	4		3	2		1	3	2				
Head Start 2	1	N/A												
Housing Storage B	1	Mini Scan 424A	8		6	1	1	1	8	2				
Housing Storage A	1	Mini Scan 424A	8	6		3	1	1	8	2				
Family Investment Center	1	Firelite 5012	9	2	4	5	1	1	3	2				
<b>Section 1d</b>														
Desert Oasis Aquatic Center	4	MS 9200				1	3	4	8					
Hamilton Aquatic Center	2	Notifier AFP 100	10		10	8	2	2	12					
Mesquite Groves Aquatic Center	2	Bosch D 7024				2	2	2	8	5				
Nozomi Aquatic Center	2	Notifier AM 2020	9			7	3	2	7					
<b>Section 1e</b>														
Airport Terminal	1	Simplex	14		1	5	1	1	7					
Airport Tower	1	MS 9200 UD	14			5	1	1	7					

Airport Hangar	1	N/A															
Airport Fire Pump Bldg.	N/A	Silent Knight	2			2	7	1		2							
<b>Section 1f</b>																	
Waste Water Collections Bldg. J	1	Simplex 4010	11			6	1	1	7	1							
Water Distribution Bldg. K	1	Firelite 5210 UD	16		7	5	1	1	5	3							
Municipal Utilities Admin Bldg. L	1	EST 2	1				1	1	1								
WTP Pre-Treatment Building E	2	ADT Unimode 10								2							
WTP - Electric MCC Bldgs B,C, D	1	FCI / Sys 3	6			2		1		2	2					2	
WTP - Disinfection Bldg. F	1	EST Quick Start	7			5	1	1	5								
WTP - Ballasted Floc Bldg. H	1	EST Quick Start	4			4	1	1	5								
Reverse Osmosis Plant	1	Cerberus SXL	29	2		7	1	1	8								
Price South Well Site	N/A	Sys 3 / MRP 4424	6		3								1		1		
Frye Road Well Site	N/A	Simplex 4004	9		2	2				3							
Apache Well Site	N/A	System 3	4		5	1											
Arrowhead Well Site	N/A	System 3	2		3	2							2				
Alamosa Well Site	1	Silent Knight 5207			2	4	1	1	6								
CAP - Arizona Well Site	N/A	MS 5024	3		5	1											
CAP - Hendrix Well Site	N/A	System 3	3		6	1											
Hahn Well Site	N/A	System 3	3		6	1											
Bush Way Well Site	1	Silent Knight 5207	1			4	1	1	8	2							
Colt Well Site	N/A	System 3	5		1	1											
Golden Lane Well Site	1	MS 9200 UD	4		1	4	1	1	4		1						
Solid Waste Admin Bldg. A, Recycle Bldg. B, & HHW Bldg. C	3	Siemens FS250	6			12	3	3	24								1 - Pyro Chem
WTP - Admin Bldg. A	6	EST Quick Start	17	6	2	1	6	6	48	1	3	1	1				
AWRF Facility - Bldg. A	1	Cerberus	23			21	1	1	9								
AWRF Facility - Bldg. N	1	MS 2410 B	1			2	1	1	2	2							
AWRF Head works	1	N/A															
AWRF Thickening	1	GE Quick Start	1			6	2	1	14								
WTP - Gravity Thickening Bldg. G	1	EST 2	1			1	1	1	1								
AWRF Dewatering	1	N/A															
AWRF Effluent Pump Station Bldg. 1 & Bldg. 2	N/A	SK 2224	1			2											
AWRF Atkinson Reclamation Pump Station - old & new Bldgs		GE Quick Start	2			2											
Basha Road Well Site	1	ESL 1500					2	1	2								
AWRF Blower	1	N/A															

Monterey Well Site	N/A	System 3	3			3	1								
Gilbert Road Well Site	1	ESL						2	1	2					
Lindsay Road Well Site	1	N/A													
Comments: Arts Center has 1 fire curtain and several fire rollup doors. Community Center/Senior Center has 1 hood system. Fleet Services / Central Supply have 3 fire rollup doors. Central Supply has 1 rollup door. Fire Station 289 & Fire Station 2810 each have 1-hood systems.															
<b>Legend:</b> FACP - Fire Alarm Control Panel      INI - Initiating Devices      IND - Indicating Devices      EPA - Alarm Valve FX - Fire Extinguisher															



**EXHIBIT E2  
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, for **FIRE PROTECTION SERVICE, MAINTENANCE & REPAIR, Bid No. BF2-936-3118**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
PRINCIPAL SEAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY SEAL

**EXHIBIT F  
PERMIT FOR FIRE PROTECTION CONTRACTORS**



**CHANDLER FIRE DEPARTMENT**



**Location:**  
151 East Boston Street  
Chandler, AZ 85225-5513  
Email: [Fire.Prevention@chandleraz.gov](mailto:Fire.Prevention@chandleraz.gov)

**Mailing Address:**  
P.O. Box 4008, MS 801  
Chandler, AZ 85244-4008  
480.782.2121

**PERMIT FOR FIRE PROTECTION CONTRACTORS**

Annually (in January) this application shall be submitted along with any updated information, COC Tax License and a permit fee of \$85 (non-refundable) (cashier checks or money order made out to City of Chandler)

To sell, service and/or install fire protection equipment pursuant to Chapter Chandler City Code.

**APPLICANT:** \_\_\_\_\_  
(Required) (Individual Owner or Company Representative)

**D.B.A.:** \_\_\_\_\_  
(Required) (Company or Vendor Name)

**Business Location:** \_\_\_\_\_  
(Required) Street Name City State Zip

**Mailing Address:** \_\_\_\_\_  
(Required) (If Different From Above)

**Business Phone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_  
(Required) (Required) (Required)

**1 LICENSED FOR:**  
(Check all that apply, Shall match Contractor's License - Required)

Installation  
 Service  
 Repair

**2 ARIZONA STATE CONTRACTOR'S LICENSE**  
(List all applicable licenses and include copy of each License with this application - Required)

# \_\_\_\_\_ Exp. Date \_\_\_\_\_  
# \_\_\_\_\_ Exp. Date \_\_\_\_\_  
# \_\_\_\_\_ Exp. Date \_\_\_\_\_  
# \_\_\_\_\_ Exp. Date \_\_\_\_\_

**3 TYPE OF SYSTEMS:**  
(Check all that apply, Shall match Contractor License - Required)

**EXTINGUISHERS:**  
 Portable Fire Extinguishers

**UNDERGROUND:**  
 Fire Line  
 Hydrant Installation  
 Hydrant Repair

**FIXED EXTINGUISHING SYSTEMS:**  
 Automatic Fire Extinguishing Systems  
 Water Spray  
 Foam  
 Wet Chemical Systems  
 Dry Chemical Systems  
 Standpipe Systems  
 Halon Systems  
 Carbon Dioxide System

**FIRE ALARM & DETECTION EQUIPMENT:**  
 Fire Alarm Systems - Residential  
 Fire Alarm Systems - Commercial

I (we) hereby make application for a permit to provide the products and/or services described above, pursuant to Chapter 28 Chandler City Code, IFC and IRC Code. I (we) agree to service, install and/or repair fire protection equipment in accordance with the applicable provisions of the International Fire Code and the appropriate standards of the National Fire Protection Association.

I (we) further understand that issuance of approval does not constitute recommendation of my (our) company by the City of Chandler and I (we) agree not to use such permit in void manner.

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Approved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

FPB #007 (Revised 3/12)



**City of Chandler  
Fire Department  
Fax Cover Sheet**

Physical Address: 151 East Boston Street, Chandler, AZ 85225-5513  
 Mailing Address: P.O. Box 4008, Mail Stop 801, Chandler, AZ 85244-4008  
 Email: Fire.Prevention@chandleraz.gov

Phone: 480-782-2120  
 Fax: 480-782-2125

Date: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 To: \_\_\_\_\_ Company: \_\_\_\_\_  
 From: \_\_\_\_\_ No of Pages (Including Cover Sheet): \_\_\_\_  
 Subject: Please fill out and send back with appropriate forms.

**Message:**

*The attached Form is an application for a Permit for Fire Protection Contractors. This form needs to be filled out and returned along with:*

1. *A copy of your current contractor's license (the pocket size with the expiration date on it) for fire protection systems, fire extinguishers and underground fire lines, and a copy of the Detail License information from the ROC Website*

The following are the license we will accept.

*Install / Repair / Service Underground*

*Accepted Licenses: A A-12 L-16 L-37 K-16 K-37 K-80 KA*

*Install / Repair / Service Aboveground, (Fire Sprinklers, Foam, Wet Chem, Dry Chem, Standpipe only, Halon, & CO2)*

*Accepted Licenses: L-16 K-16*

*Fire Alarm & Detection Equipment*

*Accepted Licenses:*

*Commercial - K-11 K-16 K-67 L-11 L-16 L-67  
 Residential - C-11 C-12 C-16 K-11 K-16 K-67*

*Fire Extinguishers*

*Accepted Licenses: L-16 K-16*

2. *A copy of your Chandler Tax and Licensing certificate*
3. *A copy of your current certificate of liability insurance with Chandler Fire as an additional insured. This may be faxed or sent by mail.*
4. *A permit fee of \$85 (non-refundable) (cashier checks or money order made out to City of Chandler)*

*Our mailing address is:*

*PO Box 4008 – Mail Stop 801  
 Chandler, AZ 85244-4008*

*Our fax number is: 480-782-2125*

*We also require that you have your insurance company send us an original copy of your Certificate of Liability Insurance. Thank you.*

5. *We will not inform you if we pull you off the Fire Protection Contractors List. It is your responsibility to make sure all information remains current to stay on the contractors list. If at any time throughout the year any of your information expires you will be pulled off of the contractors list.*

*As long as you have turned in all the necessary documentation you will be added to our list. If there are any problems with your paperwork you have turned in you will be contacted by fire department staff.*

*The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the above person by telephone and return the original message to the Chandler Fire Department at the above address. Thank You.*