Chandler · Arizona
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PURCHASING ITEM
FOR
COUNCIL AGENDA

1. Agenda Item Number: 31

2. Council Meeting Date: September 27, 2012

TO: **MAYOR & COUNCIL**	**3. Date Prepared**: September 19, 2012
THROUGH: **CITY MANAGER**	**4. Requesting Department**: City Manager

5. SUBJECT: Agreement No.BF3-926-3082 for Mold, Water & Fire Mitigation/Remediation/Restoration Services.

6. RECOMMENDATION: Approve Agreement No.BF3-926-3082 for Mold, Water & Fire Mitigation/Remediation/Restoration Services with Treadstone Restoration LLC, East Valley Disaster Services, Inc., Kowalski Construction, Inc., Titan Restoration of Arizona, for a total amount not to exceed $250,000.00 for two years with the option to renew for one additional two (2) year term.

7. BACKGROUND/DISCUSSION: The purpose of this contract is for the responding vendor to provide clean-up and restoration services for both routine and emergency situations, where an immediate response is required (e.g. water leaks, fire situations, mold) The contractor will assess situations when called upon and determine the most comprehensive approach for correction. Work can include but not limited to, drying containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of building structures resulting from a fire, water leak or other related damages. The city has spent $103,999.00 on water mitigation and mold remediation within the last three years.

8. EVALUATION PROCESS: In May, 2012 staff issued a Request for Proposals for Mold, Water & Fire Mitigation/Remediation/Restoration Services. Proposals were advertised and all registered vendors were notified. A total of nineteen responses were received and evaluated. Staff is recommending award to 4 environmental management vendors to insure adequate coverage and to maximize the services available. City staff is recommending award to Treadstone Restoration LLC, East Valley Disaster Services, Inc., Kowalski Construction, Inc., Titan Restoration of Arizona.

The initial term of the agreement will be October 1, 2012 through September 30, 2014 with the option to renew one additional two (2) year term.

9. FINANCIAL IMPLICATIONS:

Cost: $250,000.00
Savings: N/A
Long Term Savings: N/A

Funding Source

Acct No.:	Fund:	Program Name:	CIP Funded:	Funds
101.3200.0000.5410	O/M	Building Repair & Maint	No	$250.000.00

The Building And Facilities Building Repair and Maintenance fund will be reimbursed from payments received from insurance companies and/or persons involved in incidents or through the City's self-insurance fund.

10. PROPOSED MOTION: Move to approve Agreement No.BF3-926-3082 for Mold, Water & Fire Mitigation/Remediation/Restoration Services with Treadstone Restoration LLC, East Valley Disaster Services, Inc., Kowalski Construction, Inc., Titan Restoration of Arizona, for a total amount not to exceed $250,000.00 for two years with the option to renew for one additional two (2) year term.

ATTACHMENTS: Agreements	
APPROVALS	
11. Requesting Department Kris Kircher, Facilities Maintenance Manager	**12. Department Head** Pat McDermott, Assistant City Manager
13. Procurement Officer Sharon Brause, CPPB, CPCP	**14. City Manager** Rich Dlugas, City Manager

CITY OF CHANDLER SERVICES AGREEMENT
MOLD, WATER & FIRE MITIGATION/REMEDIATION/RESTORATION SERVICES
RFP No. AGREEMENT NO.: BF3-926-3082

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **EAST VALLEY DISASTER SERVICES, INC.**, 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 Supervisor/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 disaster recovery and restoration services 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.

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.

2.3 Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4 Compliance with Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 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").

2.4.2 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.

2.4.3 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.

2.4.4 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.

2.4.5 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.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

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 Fifty Thousand Dollars ($250,000)** 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.** All prices offered herein shall be firm against any increase for the initial term 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 **1st day of November, 2012** and terminating on **October 31, 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 **one (1) additional two (2) year term**. 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 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.

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.

12.7. Claims involving construction / reconstruction 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, an MCS90 endorsement shall be included.

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:	Larry LaMay
Mailing Address:	PO Box 4008 – MS 906
Physical Address:	650 E Ryan Rd
City, State, Zip	Chandler AZ 85244
Phone:	480-782-2501
FAX:	480-782-2560

In the case of the CONTRACTOR

Firm Name:	East Valley Disaster Svs Inc.
Contact:	Joe Holmes
Address:	257 W Broadway Rd
City, State, Zip	Mesa, AZ 85210
Phone:	480-833-4538
FAX:	480-649-1472
EMAIL:	joe@EVDS.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. 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.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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 _____, 2012.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

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.

Contract Number: BF3-926-3082				
Name (as listed in the contract): EAST VALLEY DISASTER SERVICES INC.				
Street Name and Number: 257 W Broadway Rd				
City: Mesa	**State: AZ**		**Zip Code: 85210**	

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: Stuart MacLay

Title: President

Date (month/day/year): _____

EXHIBIT B
SCOPE OF WORK

1. **GENERAL**. The purpose of this Agreement is to provide responsive clean-up and restoration services for both routine situations and emergency situations, where an immediate response is required (e.g. water leaks, fire situations, mold). CONTRACTOR shall be required to provide both routine and emergency response to situations involving the response to and assessment, drying, containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of building structure, finishes and/or other impacted areas resulting from a fire, water leak or other related damage. CONTRACTOR shall provide all personnel, labor, equipment and materials necessary to perform the requirements of the Agreement. Responses shall have a comprehensive and integrated approach to preparedness, planning, response and recovery. When called on to perform work under this Agreement, CONTRACTOR shall ensure the above stated purpose is satisfied.

   Most CITY buildings are newer than 30 years old; however, older buildings include the McCullough-Price House Historical Building, the Chandler Historical Museum, and the McCroskey Farm House Historical Building (which is located within Tumbleweed Park).

   All buildings have been asbestos tested. If asbestos is uncovered in a previously unknown area, CONTRACTOR will cease work, notify Contract Administrator/designee, and a new plan of action to abate asbestos will be established.

   CONTRACTOR(s) interested in being considered for restoration work will be required to have a General Contractor's license. All waste must be disposed of at Butterfield landfill. The CITY's Environmental Management Division must coordinate and sign all waste manifests. If required, the asbestos survey must be reviewed prior to any remediation or restoration services. If the survey indicates the building materials that are going to be disturbed have confirmed or assumed asbestos containing material, then abatement should occur prior to any disturbance. All abatement activities must adhere to OSHA and EPA regulations. All asbestos abatement work plans must be prepared and developed by an AHERA certified project designer prior to any abatement activities. CONTRACTORS will be responsible for obtaining dust permits, if required, for project.

1.1 CONTRACTOR agrees that all work authorized under this Agreement shall be performed in conformance with all applicable Federal, State, and local laws, regulations and rules including, but not limited to, the following: Occupational Safety and Health Act (OSHA) general standards, guidelines, and recommended standards with regard to remediation, National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conversation and Recovery Act (RRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management Act, Federal Motor Carrier Safety Regulations, National Fire Protection Association (NFPA) and the Federal Hazardous Materials Regulations as adopted by Maricopa County and the State of Arizona

1.2 CONTRACTOR shall report directly to Contract Administrator/designee. Depending on the nature of the incident, it may be necessary to reassign the oversight within the CITY. Should a reassignment occur, Contract Administrator/designee will be the primary point of contact. In some circumstances, a State Risk Insurance representative(s), insurance carrier representative, or other interested party(ies) may work with the Contract Administrator/designee.

1.3 CONTRACTOR shall agree and understand that the Contract Administrator/designee shall have full and final authority for, but not limited to, the following:

- **1.3.1** Approval of proposed cleanup/decontamination procedures;
- **1.3.2** Determination of completion of each phase of work;
- **1.3.3** Review and approval of all costs on a daily basis, if necessary;

1.3.4 Review and approval of the use of certain equipment, personnel, materials, services and/or procedures;
1.3.5 Hours of work and/or days worked;
1.3.6 Establishment of proper safety protocol;
1.3.7 Work stoppage for safety and/or environmentally unsafe activities or procedures; and
1.3.8 sub-contractors used.

1.4 Prior to commencing any work under this Agreement, CONTRACTOR and Contract Administrator/designee will discuss and approve work to be performed. CONTRACTOR shall not perform work until approved by Contract Administrator/designee. Verbal authorization may be given in cases of emergency; however, CONTRACTOR shall follow up with written procedures provided to Contract Administrator/designee within 48-hours.

2. **SCOPE OF WORK.** CONTRACTOR shall submit a written Scope of Work outlining the standard emergency response procedures for, but not limited to, the following:

- All key personnel shall be identified within CONTRACTOR's scope of work. Provide brief resume to support minimum requirements / educational background required for position and level. Once identified, key personnel shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. List shall include specific professional position and level assigned for the Project (e.g. John Doe, Project Manager, etc.), including specific related or similar project references which demonstrates experience for the work required, including contact name / company / phone number(s) and email (if available).

- Proposed method of approach, including any suggested changes and recommendations for any approved innovative technologies when applicable. A schedule of work to be completed, including a detailed, itemized breakdown of all labor – including number of hours estimated for each key person, sub-contractor(s), consultant(s), etc. - equipment and supplies proposed, as well as FIRM, FIXED price for such. CONTRACTOR's mark-up fee shall be no more than 5% and shall be pre-approved by Contract Administrator/designee.

- All sub-contractors shall be identified within CONTRACTOR's scope of work. CONTRACTOR shall list all sub-contractors, including qualifications, a listing of all licenses and/or certifications, and contact information. The Independent Indoor Air Quality Consultant cannot be an employee of CONTRACTOR. List shall also include any transporters, storage facilities, disposal facilities, or any miscellaneous rental equipment subcontractors (e.g. fencing, barricades, etc.). Once identified, sub-contractors shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. CONTRACTOR shall make any adjustments to the list as requested by Contract Administrator/designee.

- CONTRACTOR shall provide remediation and restoration services on an "as needed" basis at the request of Contract Administrator/designee. Depending on the size of the involved area or, if the project poses a technical challenge, the services may need "Oversight" provided by a qualified Independent Agent designated by the Contract Administrator. The Independent Indoor Air Quality Agent cannot be employed by CONTRACTOR. Oversight may also be required to determine specific salvage techniques to recover valuable materials that have been damaged by water and/or mold. Valuable materials may include, not be limited to, paper or microfilm records, legal documents, computers, artwork, museum pieces, etc.

- Each scope of work provided to the CONTRACTOR shall, at minimum, include:

- Location/Area description
- Objective
- Desired time frame for completion
- Acceptance criteria

2.1 **Water Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.2 **Fire Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, initial response actions, the method to determine the extent of damage, and methodology for smoke damage remediation, building content decontamination, building systems deodorization/decontamination (to include HVAC, electrical, plumbing, etc.) building finishes (to include flooring, walls, ceilings, etc.). CONTRACTOR shall establish procedures for removing damaged materials, including any water-related issues arising from fire-fighting efforts, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.3 **Microbial Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials, all visible mold, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area.

2.3.1 Restoration of the mold infested areas, which have been remediated/abated to the point where there is no longer any visible mold damage, shall not begin until the area has been satisfactorily tested and cleared by an Independent, Indoor Air Quality Agent. Restoration may/may not be performed by CONTRACTOR per Contract Administrator/designee's request. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.4 **Health and Safety Program.** CONTRACTOR shall have an existing health and safety program for all phases of the work activity for its employees, sub-contractor's sub-contractor's employees as required, to include site specific exposures, which shall comply with OSHA, IICRC S-520, and EPA recommended standards, per CERCLA and/or RCRA and any other applicable federal, state and/or local laws, rules regulations, or ordinances. CONTRACTOR(s) must provide Material Safety Data Sheets (MSDS) for all cleaning agents and chemicals to be used to the Contract Administrator/designee prior to use.

3. **INCIDENTS / RESPONSE TIMES.**

3.1 **Routine incidents** - are defined as any non-emergency requiring a minimal work crew in order to perform the work requested in a time frame of less than one week.

Emergency incidents – are defined as any incident which poses an immediate health or property damage risk, large expenditures of manpower, equipment, and/or large amount of building renovation.

3.2 **Response times.** CONTRACTOR shall respond to Contract Administrator/designee's call within thirty (30) minutes of such call being placed. Contract Administrator/designee may find it necessary to contact more than one CONTRACTOR in order to ascertain availability.

CONTRACTOR shall arrive at the site of the incident within ninety (90) minutes after verbal notification has been given of an emergency. Response to routine incidents shall be based on Agreement between CONTRACTOR and Contract Administrator/designee. Routine billing rates shall be observed by CONTRACTOR for these situations. Any response greater than eight (8) hours from the time of notification to CONTRACTOR by Contract Administrator/designee will be considered routine in nature and shall be billed accordingly by CONTRACTOR. In circumstances where CONTRACTOR is unable to respond within sixteen (16) hours, CONTRACTOR is required to notify Contract Administrator/designee of such delay immediately.

4. **ON-SITE COORDINATION.** Upon arriving at the site, CONTRACTOR shall communicate directly with the Contract Administrator/designee regarding the incident; record and preserve evidence; and conduct an initial site survey. The initial site survey shall include sufficient site specific information as to allow the CONTRACTOR to propose a specific site-developed scope of work to accomplish the work required in the most effective, efficient and safe manner possible. CONTRACTOR shall coordinate with Contract Administrator/designee when arriving at site to determine the method(s) best suited in order initiate traffic control and maintain site security. CONTRACTOR shall not commence work until Contract Administrator/designee has agreed with scope of work to be completed.

4.1 CONTRACTOR's scope of work shall define the types and quantities of response personnel, equipment, materials, sub-contractors and/or any other pertinent requirements to be used to resolve the specific incident. It shall also include the estimated time of completion required and a "not to exceed" cost related to resolving the incident.

4.2 Unless delays are caused by CITY, CONTRACTOR shall not receive payment for stand-by time (e.g. equipment and labor either on site or held elsewhere and not used in conjunction with the project) for labor, equipment or materials, if such stand-by time is the fault of CONTRACTOR or any sub-contractor. Payment shall be made only for equipment, labor, and material actually used - CITY will not pay portal-to-portal fees.

5. **RESTORATION AND/OR REPLACEMENT OF DAMAGED MATERIALS.** If included in CONTRACTORS scope of work, all restoration/ replacement design, materials and workmanship shall comply with current City of Chandler accepted codes and standards.

5.1 **Permits, Fees & Notices.** CONTRACTOR shall secure and pay for any permits, fees, licenses and inspections which are necessary for the proper execution and completion of the work being completed, and which are generally secured after execution of a Contract and which are legally required.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. Should CONTRACTOR knowingly perform work that is contrary to such laws, ordinances, rules and regulations, and without such notice to City of Chandler, the CONTRACTOR shall assume all liability and responsibility and shall bear all costs associated with such work.

5.2 **Contractor Use of Premises.** CONTRACTOR shall limit the storage of materials and equipment on CITY property to designated areas only.

CONTRACTOR shall have all traffic control plans submitted and approved by CITY's Traffic Department by CONTRACTOR before any work shall progress. Uniformed Chandler Police officers may be required as determined by the CITY's Traffic Department and paid for by CONTRACTOR.

Should the use of Police Officer be required, CONTRACTOR shall bill CITY at the actual rate charged. CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all CITY and public utilities.

5.3 **Temporary Facilities, Utilities, and Controls.** CONTRACTOR shall provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of this Agreement. CONTRACTOR shall limit his storage and operations to the areas defined during the project initiation.

CONTRACTOR shall ensure all equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc. are not placed in an inaccessible location.

5.3.1 **Maintenance & Removal.** CONTRACTOR shall maintain temporary facilities in a clean, proper, safe operating and sanitary condition during the duration of the Contract. CONTRACTOR shall remove all temporary facilities and controls from the premises upon completion of the Contract.

Electric power, if not interrupted by the incident, will be provided by CITY for CONTRACTOR's use. If electric power has been de-energized due to the incident, temporary power may be required to be provided by CONTRACTOR. CONTRACTOR may be required to make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc. to provide necessary electrical power for all lighting and power requirements for re-construction purposes. CONTRACTOR shall remove all temporary electrical equipment, poles, meters, wiring, switches, outlets, etc. when they are no longer needed.

5.4 **Temporary Fencing, Enclosures and Barricades.** CONTRACTOR shall provide and maintain all fencing, barricades, lighting, shoring and other protective structures or devices necessary for the safety of workman, equipment, citizens, and CITY property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the city, county, state, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards. CONTRACTOR shall provide temporary fencing, as necessary, upon approval of the Contract Administrator/designee.

5.5 **Fire Protection.** During the course of the re-construction, CONTRACTOR shall maintain fire exits or secondary exits and means of egress, as necessary, to the remediated area when the involved areas are covered with plastic film to maintain a negative air pressure necessary to clean or scrub indoor air. CONTRACTOR shall provide adequate fire extinguishers on the premises of the type and sizes recommended by NFPA and the Uniform Fire Code to control fires resulting from the particular work being performed and ensure instruction employees have been trained how to use them. CONTRACTOR shall place extinguishers in the immediate vicinity of the work being performed so as they are ready for use.

5.6 **Security.** If security services are deemed necessary by CONTRACTOR and Contract Administrator/designee, suction protection shall be provided by CONTRACTOR.

5.7 **Noise, Debris & Dust Control.** CONTRACTOR shall exercise precaution to control excessive noise and dust during any work under this Contract. Traffic or exterior re-construction areas shall be sprinkled with water in accordance with Maricopa County Dust Control requirements.

5.8 **Miscellaneous.** CONTRACTOR shall provide and maintain pumping facilities, including power, necessary for keeping the site free from water accumulation at all times, whether from underground seepages, rainfall, drainage or broken line. Water services, if needed, will be provided by CITY. Should CONTRACTOR require use of water in quantities in excess of that supplied by building hose bibs, CONTRACTOR will obtain a temporary water meter from City Water Distribution and pay costs associated with installation and use. CONTRACTOR shall make all necessary arrangements to

install equipment, piping, and outlets for an adequate supply of clean water for re-construction purposes.

If toilet facilities are unavailable at the site, CONTRACTOR shall be responsible for providing proper facilities for his employees with the approval of Contract Administration/designee.

Final payment will not be accepted and processed until the Contract Administrator/designee is satisfied that the works has been completed in a satisfactory manner, including "punch list" items; and that all manuals, documents, guarantees, as-builts and as-built drawings, as required, have been provided to Contract Administrator/designee.

6. **GREEN PURCHASING**. Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions.

CONTRACTOR(s) shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the CITY may favor the more environmentally preferable product.

If CONTRACTOR is citing environmentally preferred product claims, it shall be CONTRACTORS responsibility to provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The CITY and CONTRACTOR(s) may negotiate during the term of the contract to permit the substitution and/or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the CITY's performance needs.

Unless otherwise specified, CONTRACTOR(s) shall use recycled paper and double-sided copying for the production of all printed and/or photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

CONTRACTOR(s) shall provide packaging/packing materials that meet at least one of ,and preferably all, of the following criteria:

- made from 100% post-consumer recycled materials;
- be recyclable;
- reusable;
- non-toxic;
- bio-degradable.

This information may be used as part of the evaluation criteria for CONTRACTOR's Sustainability efforts in the RFP process.

EXHIBIT C
PRICING

Any overtime and/or double-time must be prior approved, in writing, by the Contract Administrator/designee. The City of Chandler will not allow fuel sur-charge fees or trip charge fees. All pricing shall be from time of arrival on City property to time leaving City property – the City will not entertain portal-to-portal fees.

TO BE USED IN EVALUATING PRICING

Item	Description	UOM	Rate
1.	Project Director	Hrly	$50.00
2.	Project Manager	Hrly	$45.00
3.	Project Coordinator	Hrly	$45.00
4.	Health & Safety Coordinator	Hrly	$45.00
5.	Project Auditor	Hrly	$30.00
6.	Clerical Support	Hrly	$25.00
7.	Emergency Responder	Hrly	same as std
8.	Skilled Labor	Hrly	$35.00
9.	General Labor	Hrly	$33.00
10.	Equipment Technician	Hrly	N/A
11.	Independent Consultant	Hrly	N/A

FOR INFORMATIONAL PURPOSES ONLY

Item	Description	UOM	Rate
	Drying & Air Filtration Equipment		
1.	Dehumidifier	Daily	$24.63
2.	Dehumidifier	Daily	$40.99
3.	Dehumidifier	Daily	$60.43
4.	Fan – Turbo Dryer	Daily	$12.00
5.	Fan - axial	Daily	$16.77
6.	Fan -	Daily	N/A
7.	Scrubber – 700 cfm	Daily	$65.00
8.	Scrubber – 2000 cfm	Daily	$85.00
9.	Equipment Decontamination	Daily	$35.00
	Desiccant Dehumidification		
10.	Desiccant Dehumidifier	Daily	$240.00
11.	Cooling Equipment	Daily	N/A
12.	Desiccant Accessories	Daily	N/A
	Cooling Equipment		
13.	Extraction Unit – Portable	Daily	N/A
14.	Extraction Unit – Truck Mounted	Daily	$185.00
15.	Fogger – Thermal	Daily	$60.00
16.	Infrared Thermography Camera	Daily	$155.00
17.	Monitors – Air & Surface	Daily	$20.00
18.	Ozone Machine	Daily	$120.00
19.	High Pressure Washer	Daily	$35.00
	Additional equipment rental – Cost + 20 %	Daily	$

Misc. Mobilization Charges			
21.	Per Diem (individual)	Daily	$35.00
22.	Temporary Storage Containers (monthly)	Daily	$350.00
23.	Dumpsters	Daily	$525.00
24.	Standard Turn-Around time for Samples	1-3 /days	N/A
25.	Expedited Turn-Around time for Samples	/days	N/A
26.	Additional services available / required, please describe:	/	$
	Generators	Daily	$75.00
	PPE	Daily	$38.00
	HEPA		$40.00
	Shower / Decon		$30.00 ea.

CITY OF CHANDLER SERVICES AGREEMENT
MOLD, WATER & FIRE MITIGATION/REMEDIATION/RESTORATION SERVICES
RFP No. AGREEMENT NO.: BF3-926-3082

THIS AGREEMENT is made and entered into this _____ day of_____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **TREADSTONE RESTORATION 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 Supervisor/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 disaster recovery and restoration services 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.

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.

2.3 Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4 Compliance with Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 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").

2.4.2 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.

2.4.3 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.

2.4.4 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.

2.4.5 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.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

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 Fifty Thousand Dollars ($250,000)** 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.** All prices offered herein shall be firm against any increase for the initial term 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 **1st day of November, 2012** and terminating on **October 31, 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 **one (1) additional two (2) year term**. 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 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.

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.

12.7. Claims involving construction / reconstruction 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, an MCS90 endorsement shall be included.

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		In the case of the CONTRACTOR	
Contract Administrator:	Buildings & Facilities	Firm Name:	Treadstone Restoration LLC
Contact:	Larry LaMay	Contact:	Cory Snyder
Mailing Address:	PO Box 4008 – MS 906	Address:	2770 E Buena Vista Dr
Physical Address:	650 E Ryan Rd	City, State, Zip	Chandler AZ 85249
City, State, Zip	Chandler AZ 85244	Phone:	480-371-4744
Phone:	480-782-2501	FAX:	
FAX:	480-782-2560	EMAIL:	Cory@TreadstoneAZ.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. 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.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. 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.

15.6. 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.

15.7. 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.

FOR THE CITY OF CHANDLER

MAYOR

TEST:

City Clerk

proved as to form:

City Attorney

FOR THE CONTRACTOR

cory@treadstoneaz.com

By: Signature

ATTEST: If Corporation

SEAL

Secretary

cory@treadstoneaz.com

ntract Number: BF3-926-3082
ne (as listed in the contract): TREADSTONE RESTORATION LLC
ect Name and Number: 2770 E BUENA VISTA DR
: CHANDLER State: AZ Zip Code: 85249

attest that:

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;

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.

e of Contractor (Employer) or Authorized Designee:

Name: CORY SNYDER

PRESIDENT

onth/day/year): 9-6-12

EXHIBIT B
SCOPE OF WORK

1. **GENERAL**. The purpose of this Agreement is to provide responsive clean-up and restoration services for both routine situations and emergency situations, where an immediate response is required (e.g. water leaks, fire situations, mold). CONTRACTOR shall be required to provide both routine and emergency response to situations involving the response to and assessment, drying, containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of building structure, finishes and/or other impacted areas resulting from a fire, water leak or other related damage. CONTRACTOR shall provide all personnel, labor, equipment and materials necessary to perform the requirements of the Agreement. Responses shall have a comprehensive and integrated approach to preparedness, planning, response and recovery. When called on to perform work under this Agreement, CONTRACTOR shall ensure the above stated purpose is satisfied.

   Most CITY buildings are newer than 30 years old; however, older buildings include the McCullough-Price House Historical Building, the Chandler Historical Museum, and the McCroskey Farm House Historical Building (which is located within Tumbleweed Park).

   All buildings have been asbestos tested. If asbestos is uncovered in a previously unknown area, CONTRACTOR will cease work, notify Contract Administrator/designee, and a new plan of action to abate asbestos will be established.

   CONTRACTOR(s) interested in being considered for restoration work will be required to have a General Contractor's license. All waste must be disposed of at Butterfield landfill. The CITY's Environmental Management Division must coordinate and sign all waste manifests. If required, the asbestos survey must be reviewed prior to any remediation or restoration services. If the survey indicates the building materials that are going to be disturbed have confirmed or assumed asbestos containing material, then abatement should occur prior to any disturbance. All abatement activities must adhere to OSHA and EPA regulations. All asbestos abatement work plans must be prepared and developed by an AHERA certified project designer prior to any abatement activities. CONTRACTORS will be responsible for obtaining dust permits, if required, for project.

1.1 CONTRACTOR agrees that all work authorized under this Agreement shall be performed in conformance with all applicable Federal, State, and local laws, regulations and rules including, but not limited to, the following: Occupational Safety and Health Act (OSHA) general standards, guidelines, and recommended standards with regard to remediation, National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conversation and Recovery Act (RRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management Act, Federal Motor Carrier Safety Regulations, National Fire Protection Association (NFPA) and the Federal Hazardous Materials Regulations as adopted by Maricopa County and the State of Arizona

1.2 CONTRACTOR shall report directly to Contract Administrator/designee. Depending on the nature of the incident, it may be necessary to reassign the oversight within the CITY. Should a reassignment occur, Contract Administrator/designee will be the primary point of contact. In some circumstances, a State Risk Insurance representative(s), insurance carrier representative, or other interested party(ies) may work with the Contract Administrator/designee.

1.3 CONTRACTOR shall agree and understand that the Contract Administrator/designee shall have full and final authority for, but not limited to, the following:

- **1.3.1** Approval of proposed cleanup/decontamination procedures;
- **1.3.2** Determination of completion of each phase of work;
- **1.3.3** Review and approval of all costs on a daily basis, if necessary;

1.3.4 Review and approval of the use of certain equipment, personnel, materials, services and/or procedures;
1.3.5 Hours of work and/or days worked;
1.3.6 Establishment of proper safety protocol;
1.3.7 Work stoppage for safety and/or environmentally unsafe activities or procedures; and
1.3.8 sub-contractors used.

1.4 Prior to commencing any work under this Agreement, CONTRACTOR and Contract Administrator/designee will discuss and approve work to be performed. CONTRACTOR shall not perform work until approved by Contract Administrator/designee. Verbal authorization may be given in cases of emergency; however, CONTRACTOR shall follow up with written procedures provided to Contract Administrator/designee within 48-hours.

2. **SCOPE OF WORK.** CONTRACTOR shall submit a written Scope of Work outlining the standard emergency response procedures for, but not limited to, the following:

- All key personnel shall be identified within CONTRACTOR's scope of work. Provide brief resume to support minimum requirements / educational background required for position and level. Once identified, key personnel shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. List shall include specific professional position and level assigned for the Project (e.g. John Doe, Project Manager, etc.), including specific related or similar project references which demonstrates experience for the work required, including contact name / company / phone number(s) and email (if available).

- Proposed method of approach, including any suggested changes and recommendations for any approved innovative technologies when applicable. A schedule of work to be completed, including a detailed, itemized breakdown of all labor – including number of hours estimated for each key person, sub-contractor(s), consultant(s), etc. - equipment and supplies proposed, as well as FIRM, FIXED price for such. CONTRACTOR's mark-up fee shall be no more than 5% and shall be pre-approved by Contract Administrator/designee.

- All sub-contractors shall be identified within CONTRACTOR's scope of work. CONTRACTOR shall list all sub-contractors, including qualifications, a listing of all licenses and/or certifications, and contact information. The Independent Indoor Air Quality Consultant cannot be an employee of CONTRACTOR. List shall also include any transporters, storage facilities, disposal facilities, or any miscellaneous rental equipment subcontractors (e.g. fencing, barricades, etc.). Once identified, sub-contractors shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. CONTRACTOR shall make any adjustments to the list as requested by Contract Administrator/designee.

- CONTRACTOR shall provide remediation and restoration services on an "as needed" basis at the request of Contract Administrator/designee. Depending on the size of the involved area or, if the project poses a technical challenge, the services may need "Oversight" provided by a qualified Independent Agent designated by the Contract Administrator. The Independent Indoor Air Quality Agent cannot be employed by CONTRACTOR. Oversight may also be required to determine specific salvage techniques to recover valuable materials that have been damaged by water and/or mold. Valuable materials may include, not be limited to, paper or microfilm records, legal documents, computers, artwork, museum pieces, etc.

- Each scope of work provided to the CONTRACTOR shall, at minimum, include:

- Location/Area description
- Objective
- Desired time frame for completion
- Acceptance criteria

2.1 **Water Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.2 **Fire Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, initial response actions, the method to determine the extent of damage, and methodology for smoke damage remediation, building content decontamination, building systems deodorization/decontamination (to include HVAC, electrical, plumbing, etc.) building finishes (to include flooring, walls, ceilings, etc.). CONTRACTOR shall establish procedures for removing damaged materials, including any water-related issues arising from fire-fighting efforts, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.3 **Microbial Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials, all visible mold, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area.

2.3.1 Restoration of the mold infested areas, which have been remediated/abated to the point where there is no longer any visible mold damage, shall not begin until the area has been satisfactorily tested and cleared by an Independent, Indoor Air Quality Agent. Restoration may/may not be performed by CONTRACTOR per Contract Administrator/designee's request. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.4 **Health and Safety Program.** CONTRACTOR shall have an existing health and safety program for all phases of the work activity for its employees, sub-contractor's sub-contractor's employees as required, to include site specific exposures, which shall comply with OSHA, IICRC S-520, and EPA recommended standards, per CERCLA and/or RCRA and any other applicable federal, state and/or local laws, rules regulations, or ordinances. CONTRACTOR(s) must provide Material Safety Data Sheets (MSDS) for all cleaning agents and chemicals to be used to the Contract Administrator/designee prior to use.

3. INCIDENTS / RESPONSE TIMES.

3.1 **Routine incidents** - are defined as any non-emergency requiring a minimal work crew in order to perform the work requested in a time frame of less than one week.

Emergency incidents – are defined as any incident which poses an immediate health or property damage risk, large expenditures of manpower, equipment, and/or large amount of building renovation.

3.2 **Response times.** CONTRACTOR shall respond to Contract Administrator/designee's call within thirty (30) minutes of such call being placed. Contract Administrator/designee may find it necessary to contact more than one CONTRACTOR in order to ascertain availability.

CONTRACTOR shall arrive at the site of the incident within ninety (90) minutes after verbal notification has been given of an emergency. Response to routine incidents shall be based on Agreement between CONTRACTOR and Contract Administrator/designee. Routine billing rates shall be observed by CONTRACTOR for these situations. Any response greater than eight (8) hours from the time of notification to CONTRACTOR by Contract Administrator/designee will be considered routine in nature and shall be billed accordingly by CONTRACTOR. In circumstances where CONTRACTOR is unable to respond within sixteen (16) hours, CONTRACTOR is required to notify Contract Administrator/designee of such delay immediately.

4. **ON-SITE COORDINATION.** Upon arriving at the site, CONTRACTOR shall communicate directly with the Contract Administrator/designee regarding the incident; record and preserve evidence; and conduct an initial site survey. The initial site survey shall include sufficient site specific information as to allow the CONTRACTOR to propose a specific site-developed scope of work to accomplish the work required in the most effective, efficient and safe manner possible. CONTRACTOR shall coordinate with Contract Administrator/designee when arriving at site to determine the method(s) best suited in order initiate traffic control and maintain site security. CONTRACTOR shall not commence work until Contract Administrator/designee has agreed with scope of work to be completed.

4.1 CONTRACTOR's scope of work shall define the types and quantities of response personnel, equipment, materials, sub-contractors and/or any other pertinent requirements to be used to resolve the specific incident. It shall also include the estimated time of completion required and a "not to exceed" cost related to resolving the incident.

4.2 Unless delays are caused by CITY, CONTRACTOR shall not receive payment for stand-by time (e.g. equipment and labor either on site or held elsewhere and not used in conjunction with the project) for labor, equipment or materials, if such stand-by time is the fault of CONTRACTOR or any sub-contractor. Payment shall be made only for equipment, labor, and material actually used - CITY will not pay portal-to-portal fees.

5. **RESTORATION AND/OR REPLACEMENT OF DAMAGED MATERIALS.** If included in CONTRACTORS scope of work, all restoration/ replacement design, materials and workmanship shall comply with current City of Chandler accepted codes and standards.

5.1 **Permits, Fees & Notices.** CONTRACTOR shall secure and pay for any permits, fees, licenses and inspections which are necessary for the proper execution and completion of the work being completed, and which are generally secured after execution of a Contract and which are legally required.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. Should CONTRACTOR knowingly perform work that is contrary to such laws, ordinances, rules and regulations, and without such notice to City of Chandler, the CONTRACTOR shall assume all liability and responsibility and shall bear all costs associated with such work.

5.2 **Contractor Use of Premises.** CONTRACTOR shall limit the storage of materials and equipment on CITY property to designated areas only.

CONTRACTOR shall have all traffic control plans submitted and approved by CITY's Traffic Department by CONTRACTOR before any work shall progress. Uniformed Chandler Police officers may be required as determined by the CITY's Traffic Department and paid for by CONTRACTOR.

Should the use of Police Officer be required, CONTRACTOR shall bill CITY at the actual rate charged. CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all CITY and public utilities.

5.3 **Temporary Facilities, Utilities, and Controls.** CONTRACTOR shall provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of this Agreement. CONTRACTOR shall limit his storage and operations to the areas defined during the project initiation.

CONTRACTOR shall ensure all equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc. are not placed in an inaccessible location.

5.3.1 **Maintenance & Removal.** CONTRACTOR shall maintain temporary facilities in a clean, proper, safe operating and sanitary condition during the duration of the Contract. CONTRACTOR shall remove all temporary facilities and controls from the premises upon completion of the Contract.

Electric power, if not interrupted by the incident, will be provided by CITY for CONTRACTOR's use. If electric power has been de-energized due to the incident, temporary power may be required to be provided by CONTRACTOR. CONTRACTOR may be required to make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc. to provide necessary electrical power for all lighting and power requirements for re-construction purposes. CONTRACTOR shall remove all temporary electrical equipment, poles, meters, wiring, switches, outlets, etc. when they are no longer needed.

5.4 **Temporary Fencing, Enclosures and Barricades.** CONTRACTOR shall provide and maintain all fencing, barricades, lighting, shoring and other protective structures or devices necessary for the safety of workman, equipment, citizens, and CITY property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the city, county, state, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards. CONTRACTOR shall provide temporary fencing, as necessary, upon approval of the Contract Administrator/designee.

5.5 **Fire Protection.** During the course of the re-construction, CONTRACTOR shall maintain fire exits or secondary exits and means of egress, as necessary, to the remediated area when the involved areas are covered with plastic film to maintain a negative air pressure necessary to clean or scrub indoor air. CONTRACTOR shall provide adequate fire extinguishers on the premises of the type and sizes recommended by NFPA and the Uniform Fire Code to control fires resulting from the particular work being performed and ensure instruction employees have been trained how to use them. CONTRACTOR shall place extinguishers in the immediate vicinity of the work being performed so as they are ready for use.

5.6 **Security.** If security services are deemed necessary by CONTRACTOR and Contract Administrator/designee, suction protection shall be provided by CONTRACTOR.

5.7 **Noise, Debris & Dust Control.** CONTRACTOR shall exercise precaution to control excessive noise and dust during any work under this Contract. Traffic or exterior re-construction areas shall be sprinkled with water in accordance with Maricopa County Dust Control requirements.

5.8 **Miscellaneous.** CONTRACTOR shall provide and maintain pumping facilities, including power, necessary for keeping the site free from water accumulation at all times, whether from underground seepages, rainfall, drainage or broken line. Water services, if needed, will be provided by CITY. Should CONTRACTOR require use of water in quantities in excess of that supplied by building hose bibs, CONTRACTOR will obtain a temporary water meter from City Water Distribution and pay costs associated with installation and use. CONTRACTOR shall make all necessary arrangements to

install equipment, piping, and outlets for an adequate supply of clean water for re-construction purposes.

If toilet facilities are unavailable at the site, CONTRACTOR shall be responsible for providing proper facilities for his employees with the approval of Contract Administration/designee.

Final payment will not be accepted and processed until the Contract Administrator/designee is satisfied that the works has been completed in a satisfactory manner, including "punch list" items; and that all manuals, documents, guarantees, as-builts and as-built drawings, as required, have been provided to Contract Administrator/designee.

6. **GREEN PURCHASING.** Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions.

CONTRACTOR(s) shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the CITY may favor the more environmentally preferable product.

If CONTRACTOR is citing environmentally preferred product claims, it shall be CONTRACTORS responsibility to provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The CITY and CONTRACTOR(s) may negotiate during the term of the contract to permit the substitution and/or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the CITY's performance needs.

Unless otherwise specified, CONTRACTOR(s) shall use recycled paper and double-sided copying for the production of all printed and/or photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

CONTRACTOR(s) shall provide packaging/packing materials that meet at least one of ,and preferably all, of the following criteria:

- made from 100% post-consumer recycled materials;
- be recyclable;
- reusable;
- non-toxic;
- bio-degradable.

This information may be used as part of the evaluation criteria for CONTRACTOR's Sustainability efforts in the RFP process.

EXHIBIT C
PRICING

Any overtime and/or double-time must be prior approved, in writing, by the Contract Administrator/designee. The City of Chandler will not allow fuel sur-charge fees or trip charge fees. All pricing shall be from time of arrival on City property to time leaving City property – the City will not entertain portal-to-portal fees.

TO BE USED IN EVALUATING PRICING

Item	Description	UOM	Rate	After Hours
1.	Project Director	Hrly	$55.81	$77.80
2.	Project Manager	Hrly	$55.81	$77.80
3.	Project Coordinator	Hrly	$55.81	$77.80
4.	Health & Safety Coordinator	Hrly	$31.88	$ -0-
5.	Project Auditor	Hrly	$31.88	$ -0-
6.	Clerical Support	Hrly	$ -0-	$ -0-
7.	Emergency Responder	Hrly	$138.16	$207.24
8.	Skilled Labor	Hrly	$49.34	$ -0-
9.	General Labor	Hrly	$33.81	$ -0-
10.	Equipment Technician	Hrly	$31.88	$ -0-
11.	Independent Consultant	Hrly	$33.81	$ -0-

FOR INFORMATIONAL PURPOSES ONLY

Item	Description	UOM	Rate
	Drying & Air Filtration Equipment		
1.	Dehumidifier – XL DeHu	Daily	$125.90
2.	Dehumidifier – XXL DeHu	Daily	$141.78
3.	Dehumidifier	Daily	$ -0-
4.	Fan – Turbo Dryer – Axial Air Mover; 1 HP	Daily	$34.95
5.	Fan -	Daily	$25.00
6.	Fan -	Daily	$82.16
7.	Scrubber -	Daily	$152.28
8.	Scrubber -	Daily	$41.20
9.	Equipment Decontamination	Daily	$41.20/$102.92 (heavy)
	Desiccant Dehumidification		
10.	Desiccant Dehumidifier	Daily	$126.53 (small) $210.00 (medium) $500.00 (large)
11.	Cooling Equipment	Daily	$ -0-
12.	Desiccant Accessories	Daily	$ -0-
	Cooling Equipment		
13.	Extraction Unit – Portable	Daily	$.050SF/.060SF (heavy)
14.	Extraction Unit – Truck Mounted	Daily	$.050SF/.060SF (heavy)
15.	Fogger – Thermal	Daily	$.06 CF
16.	Infrared Thermography Camera	Daily	N/A
17.	Monitors – Air & Surface	Daily	SEE BELOW
18.	Ozone Machine	Daily	$.007 CF
19.	High Pressure Washer	Daily	$ -0-
	Additional equipment rental – Cost + %	Daily	$ -0-

Misc. Mobilization Charges			
21.	Per Diem (individual)	Daily	$ -0-
22.	Temporary Storage Containers	Daily	$89.20 (20') / $149.00 (16')
23.	Dumpsters	ENTIRE JOB	$327.00 - $529.09 (40 yard)
24.	Standard Turn-Around time for Samples	/days	1-2 days (except weekends)
25.	Expedited Turn-Around time for Samples	/days	1-2 days (except weekends)
26.	Additional services available / required, please describe:	/	$
	Shop vacuuming	Light/heavy	$0.05 SF / $0.32 SF
	Anti-microbial plant based		$0.023 SF $0.31 SF after hours
	Water extraction CAT 2 after business hours		$1.13 SF
	Water extraction CAT 2 (large amount of H^2O)		$1.34 SF
	Water extraction weight assisted "water claw"		$1.55 SF
	Water extraction CAT 3 after business hours		$1.74 SF
	Water Extraction CAT 3 (large amount of H^2O)		$2.07 SF
	Monitoring:		
	Equipment set-up / take down & monitoring	Hourly Hourly	$49.34 (regular hours) $74.09 (after hours)
	Hydroxyl machine "odor treatment"	Daily Daily	$180.00 – 2 optics $224.75 – 3 optics
	Inject1-dry "for wooden flooring"	Daily	$186.60

CITY OF CHANDLER SERVICES AGREEMENT
MOLD, WATER & FIRE MITIGATION/REMEDIATION/RESTORATION SERVICES
RFP No. AGREEMENT NO.: BF3-926-3082

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **KOWALSKI CONSTRUCTION INC.**, 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 Supervisor/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 disaster recovery and restoration services 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.

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.

2.3 Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4 Compliance with Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 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").

2.4.2 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.

2.4.3 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.

2.4.4 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.

2.4.5 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.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

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 Fifty Thousand Dollars ($250,000)** 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.** All prices offered herein shall be firm against any increase for the initial term 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 **1st day of November, 2012** and terminating on **October 31, 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 **one (1) additional two (2) year term**. 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 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.

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.

12.7. Claims involving construction / reconstruction 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, an MCS90 endorsement shall be included.

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		In the case of the CONTRACTOR	
Contract Administrator:	Buildings & Facilities	Firm Name:	Kowalski Construction Inc.
Contact:	Larry LaMay	Contact:	Jim Kowalski
Mailing Address:	PO Box 4008 – MS 906	Address:	2219 W Melinda Ln, Bldg A
Physical Address:	650 E Ryan Rd	City, State, Zip	Phoenix AZ 85027
City, State, Zip	Chandler AZ 85244	Phone:	602-944-2645
Phone:	480-782-2501	FAX:	602-944-6844
FAX:	480-782-2560	EMAIL:	Info@Kowalski.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. 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.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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 _____, 2012.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

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.

Contract Number: BF3-926-3082			
Name (as listed in the contract): KOWALSKI CONSTRUCTION INC			
Street Name and Number: 2219 W MELINDA LN BLDG A			
City: PHOENIX	**State: AZ**	**Zip Code: 85027**	

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:

Steven M Kowalski

Printed Name: STEVEN M. KOWALSKI

Title: PRESIDENT

Date (month/day/year): _____

EXHIBIT B
SCOPE OF WORK

1. **GENERAL**. The purpose of this Agreement is to provide responsive clean-up and restoration services for both routine situations and emergency situations, where an immediate response is required (e.g. water leaks, fire situations, mold). CONTRACTOR shall be required to provide both routine and emergency response to situations involving the response to and assessment, drying, containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of building structure, finishes and/or other impacted areas resulting from a fire, water leak or other related damage. CONTRACTOR shall provide all personnel, labor, equipment and materials necessary to perform the requirements of the Agreement. Responses shall have a comprehensive and integrated approach to preparedness, planning, response and recovery. When called on to perform work under this Agreement, CONTRACTOR shall ensure the above stated purpose is satisfied.

   Most CITY buildings are newer than 30 years old; however, older buildings include the McCullough-Price House Historical Building, the Chandler Historical Museum, and the McCroskey Farm House Historical Building (which is located within Tumbleweed Park).

   All buildings have been asbestos tested. If asbestos is uncovered in a previously unknown area, CONTRACTOR will cease work, notify Contract Administrator/designee, and a new plan of action to abate asbestos will be established.

   CONTRACTOR(s) interested in being considered for restoration work will be required to have a General Contractor's license. All waste must be disposed of at Butterfield landfill. The CITY's Environmental Management Division must coordinate and sign all waste manifests. If required, the asbestos survey must be reviewed prior to any remediation or restoration services. If the survey indicates the building materials that are going to be disturbed have confirmed or assumed asbestos containing material, then abatement should occur prior to any disturbance. All abatement activities must adhere to OSHA and EPA regulations. All asbestos abatement work plans must be prepared and developed by an AHERA certified project designer prior to any abatement activities. CONTRACTORS will be responsible for obtaining dust permits, if required, for project.

1.1 CONTRACTOR agrees that all work authorized under this Agreement shall be performed in conformance with all applicable Federal, State, and local laws, regulations and rules including, but not limited to, the following: Occupational Safety and Health Act (OSHA) general standards, guidelines, and recommended standards with regard to remediation, National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conversation and Recovery Act (RRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management Act, Federal Motor Carrier Safety Regulations, National Fire Protection Association (NFPA) and the Federal Hazardous Materials Regulations as adopted by Maricopa County and the State of Arizona

1.2 CONTRACTOR shall report directly to Contract Administrator/designee. Depending on the nature of the incident, it may be necessary to reassign the oversight within the CITY. Should a reassignment occur, Contract Administrator/designee will be the primary point of contact. In some circumstances, a State Risk Insurance representative(s), insurance carrier representative, or other interested party(ies) may work with the Contract Administrator/designee.

1.3 CONTRACTOR shall agree and understand that the Contract Administrator/designee shall have full and final authority for, but not limited to, the following:

   1.3.1 Approval of proposed cleanup/decontamination procedures;
   1.3.2 Determination of completion of each phase of work;
   1.3.3 Review and approval of all costs on a daily basis, if necessary;

1.3.4 Review and approval of the use of certain equipment, personnel, materials, services and/or procedures;
1.3.5 Hours of work and/or days worked;
1.3.6 Establishment of proper safety protocol;
1.3.7 Work stoppage for safety and/or environmentally unsafe activities or procedures; and
1.3.8 sub-contractors used.

1.4 Prior to commencing any work under this Agreement, CONTRACTOR and Contract Administrator/designee will discuss and approve work to be performed. CONTRACTOR shall not perform work until approved by Contract Administrator/designee. Verbal authorization may be given in cases of emergency; however, CONTRACTOR shall follow up with written procedures provided to Contract Administrator/designee within 48-hours.

2. **SCOPE OF WORK.** CONTRACTOR shall submit a written Scope of Work outlining the standard emergency response procedures for, but not limited to, the following:

- All key personnel shall be identified within CONTRACTOR's scope of work. Provide brief resume to support minimum requirements / educational background required for position and level. Once identified, key personnel shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. List shall include specific professional position and level assigned for the Project (e.g. John Doe, Project Manager, etc.), including specific related or similar project references which demonstrates experience for the work required, including contact name / company / phone number(s) and email (if available).

- Proposed method of approach, including any suggested changes and recommendations for any approved innovative technologies when applicable. A schedule of work to be completed, including a detailed, itemized breakdown of all labor – including number of hours estimated for each key person, sub-contractor(s), consultant(s), etc. - equipment and supplies proposed, as well as FIRM, FIXED price for such. CONTRACTOR's mark-up fee shall be no more than 5% and shall be pre-approved by Contract Administrator/designee.

- All sub-contractors shall be identified within CONTRACTOR's scope of work. CONTRACTOR shall list all sub-contractors, including qualifications, a listing of all licenses and/or certifications, and contact information. The Independent Indoor Air Quality Consultant cannot be an employee of CONTRACTOR. List shall also include any transporters, storage facilities, disposal facilities, or any miscellaneous rental equipment subcontractors (e.g. fencing, barricades, etc.). Once identified, sub-contractors shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. CONTRACTOR shall make any adjustments to the list as requested by Contract Administrator/designee.

- CONTRACTOR shall provide remediation and restoration services on an "as needed" basis at the request of Contract Administrator/designee. Depending on the size of the involved area or, if the project poses a technical challenge, the services may need "Oversight" provided by a qualified Independent Agent designated by the Contract Administrator. The Independent Indoor Air Quality Agent cannot be employed by CONTRACTOR. Oversight may also be required to determine specific salvage techniques to recover valuable materials that have been damaged by water and/or mold. Valuable materials may include, not be limited to, paper or microfilm records, legal documents, computers, artwork, museum pieces, etc.

- Each scope of work provided to the CONTRACTOR shall, at minimum, include:

3.2 **Response times.** CONTRACTOR shall respond to Contract Administrator/designee's call within thirty (30) minutes of such call being placed. Contract Administrator/designee may find it necessary to contact more than one CONTRACTOR in order to ascertain availability.

CONTRACTOR shall arrive at the site of the incident within ninety (90) minutes after verbal notification has been given of an emergency. Response to routine incidents shall be based on Agreement between CONTRACTOR and Contract Administrator/designee. Routine billing rates shall be observed by CONTRACTOR for these situations. Any response greater than eight (8) hours from the time of notification to CONTRACTOR by Contract Administrator/designee will be considered routine in nature and shall be billed accordingly by CONTRACTOR. In circumstances where CONTRACTOR is unable to respond within sixteen (16) hours, CONTRACTOR is required to notify Contract Administrator/designee of such delay immediately.

4. **ON-SITE COORDINATION.** Upon arriving at the site, CONTRACTOR shall communicate directly with the Contract Administrator/designee regarding the incident; record and preserve evidence; and conduct an initial site survey. The initial site survey shall include sufficient site specific information as to allow the CONTRACTOR to propose a specific site-developed scope of work to accomplish the work required in the most effective, efficient and safe manner possible. CONTRACTOR shall coordinate with Contract Administrator/designee when arriving at site to determine the method(s) best suited in order initiate traffic control and maintain site security. CONTRACTOR shall not commence work until Contract Administrator/designee has agreed with scope of work to be completed.

4.1 CONTRACTOR's scope of work shall define the types and quantities of response personnel, equipment, materials, sub-contractors and/or any other pertinent requirements to be used to resolve the specific incident. It shall also include the estimated time of completion required and a "not to exceed" cost related to resolving the incident.

4.2 Unless delays are caused by CITY, CONTRACTOR shall not receive payment for stand-by time (e.g. equipment and labor either on site or held elsewhere and not used in conjunction with the project) for labor, equipment or materials, if such stand-by time is the fault of CONTRACTOR or any sub-contractor. Payment shall be made only for equipment, labor, and material actually used - CITY will not pay portal-to-portal fees.

5. **RESTORATION AND/OR REPLACEMENT OF DAMAGED MATERIALS.** If included in CONTRACTORS scope of work, all restoration/ replacement design, materials and workmanship shall comply with current City of Chandler accepted codes and standards.

5.1 **Permits, Fees & Notices.** CONTRACTOR shall secure and pay for any permits, fees, licenses and inspections which are necessary for the proper execution and completion of the work being completed, and which are generally secured after execution of a Contract and which are legally required.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. Should CONTRACTOR knowingly perform work that is contrary to such laws, ordinances, rules and regulations, and without such notice to City of Chandler, the CONTRACTOR shall assume all liability and responsibility and shall bear all costs associated with such work.

5.2 **Contractor Use of Premises.** CONTRACTOR shall limit the storage of materials and equipment on CITY property to designated areas only.

CONTRACTOR shall have all traffic control plans submitted and approved by CITY's Traffic Department by CONTRACTOR before any work shall progress. Uniformed Chandler Police officers may be required as determined by the CITY's Traffic Department and paid for by CONTRACTOR.

Should the use of Police Officer be required, CONTRACTOR shall bill CITY at the actual rate charged. CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all CITY and public utilities.

5.3 **Temporary Facilities, Utilities, and Controls.** CONTRACTOR shall provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of this Agreement. CONTRACTOR shall limit his storage and operations to the areas defined during the project initiation.

CONTRACTOR shall ensure all equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc. are not placed in an inaccessible location.

5.3.1 **Maintenance & Removal.** CONTRACTOR shall maintain temporary facilities in a clean, proper, safe operating and sanitary condition during the duration of the Contract. CONTRACTOR shall remove all temporary facilities and controls from the premises upon completion of the Contract.

Electric power, if not interrupted by the incident, will be provided by CITY for CONTRACTOR's use. If electric power has been de-energized due to the incident, temporary power may be required to be provided by CONTRACTOR. CONTRACTOR may be required to make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc. to provide necessary electrical power for all lighting and power requirements for re-construction purposes. CONTRACTOR shall remove all temporary electrical equipment, poles, meters, wiring, switches, outlets, etc. when they are no longer needed.

5.4 **Temporary Fencing, Enclosures and Barricades.** CONTRACTOR shall provide and maintain all fencing, barricades, lighting, shoring and other protective structures or devices necessary for the safety of workman, equipment, citizens, and CITY property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the city, county, state, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards. CONTRACTOR shall provide temporary fencing, as necessary, upon approval of the Contract Administrator/designee.

5.5 **Fire Protection.** During the course of the re-construction, CONTRACTOR shall maintain fire exits or secondary exits and means of egress, as necessary, to the remediated area when the involved areas are covered with plastic film to maintain a negative air pressure necessary to clean or scrub indoor air. CONTRACTOR shall provide adequate fire extinguishers on the premises of the type and sizes recommended by NFPA and the Uniform Fire Code to control fires resulting from the particular work being performed and ensure instruction employees have been trained how to use them. CONTRACTOR shall place extinguishers in the immediate vicinity of the work being performed so as they are ready for use.

5.6 **Security.** If security services are deemed necessary by CONTRACTOR and Contract Administrator/designee, suction protection shall be provided by CONTRACTOR.

5.7 **Noise, Debris & Dust Control.** CONTRACTOR shall exercise precaution to control excessive noise and dust during any work under this Contract. Traffic or exterior re-construction areas shall be sprinkled with water in accordance with Maricopa County Dust Control requirements.

5.8 **Miscellaneous.** CONTRACTOR shall provide and maintain pumping facilities, including power, necessary for keeping the site free from water accumulation at all times, whether from underground seepages, rainfall, drainage or broken line. Water services, if needed, will be provided by CITY. Should CONTRACTOR require use of water in quantities in excess of that supplied by building hose bibs, CONTRACTOR will obtain a temporary water meter from City Water Distribution and pay costs associated with installation and use. CONTRACTOR shall make all necessary arrangements to

install equipment, piping, and outlets for an adequate supply of clean water for re-construction purposes.

If toilet facilities are unavailable at the site, CONTRACTOR shall be responsible for providing proper facilities for his employees with the approval of Contract Administration/designee.

Final payment will not be accepted and processed until the Contract Administrator/designee is satisfied that the works has been completed in a satisfactory manner, including "punch list" items; and that all manuals, documents, guarantees, as-builts and as-built drawings, as required, have been provided to Contract Administrator/designee.

6. **GREEN PURCHASING.** Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions.

CONTRACTOR(s) shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the CITY may favor the more environmentally preferable product.

If CONTRACTOR is citing environmentally preferred product claims, it shall be CONTRACTORS responsibility to provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The CITY and CONTRACTOR(s) may negotiate during the term of the contract to permit the substitution and/or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the CITY's performance needs.

Unless otherwise specified, CONTRACTOR(s) shall use recycled paper and double-sided copying for the production of all printed and/or photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

CONTRACTOR(s) shall provide packaging/packing materials that meet at least one of ,and preferably all, of the following criteria:

- made from 100% post-consumer recycled materials;
- be recyclable;
- reusable;
- non-toxic;
- bio-degradable.

This information may be used as part of the evaluation criteria for CONTRACTOR's Sustainability efforts in the RFP process.

EXHIBIT C
PRICING

Any overtime and/or double-time must be prior approved, in writing, by the Contract Administrator/designee. The City of Chandler will not allow fuel sur-charge fees or trip charge fees. All pricing shall be from time of arrival on City property to time leaving City property – the City will not entertain portal-to-portal fees.

TO BE USED IN EVALUATING PRICING

Item	Description	UOM	Rate
1.	Project Director	Hrly	$81.50
2.	Project Manager	Hrly	$56.90
3.	Project Coordinator	Hrly	$53.50
4.	Health & Safety Coordinator	Hrly	$51.85
5.	Project Auditor	Hrly	$35.79
6.	Clerical Support	Hrly	$35.79
7.	Emergency Responder	Hrly	$62.13
8.	Skilled Labor	Hrly	$52.00
9.	General Labor	Hrly	$34.77
10.	Equipment Technician	Hrly	$41.24
11.	Independent Consultant	Hrly	$175.00

FOR INFORMATIONAL PURPOSES ONLY

Item	Description	UOM	Rate
	Drying & Air Filtration Equipment		
1.	Dehumidifier	Daily	$85.41
2.	Dehumidifier	Daily	$125.90
3.	Dehumidifier	Daily	$141.78
4.	Fan – Turbo Dryer	Daily	$25.00
5.	Fan -	Daily	$28.50
6.	Fan -	Daily	$34.95
7.	Scrubber -	Daily	$82.16
8.	Scrubber -	Daily	$152.28
9.	Equipment Decontamination	Daily	$659.52
	Desiccant Dehumidification		
10.	Desiccant Dehumidifier	Daily	$1,246.00
11.	Cooling Equipment	Daily	$840.00
12.	Desiccant Accessories	Daily	N/A
	Cooling Equipment		
13.	Extraction Unit – Portable	Daily	$32.00
14.	Extraction Unit – Truck Mounted	Daily	$192.00
15.	Fogger – Thermal	Daily	$50.00
16.	Infrared Thermography Camera	Daily	$125.00
17.	Monitors – Air & Surface	Daily	$55.00
18.	Ozone Machine	Daily	$98.53
19.	High Pressure Washer	Daily	$60.75
	Additional equipment rental – Cost + %	Daily	N/A

Misc. Mobilization Charges			
21.	Per Diem (individual)	Daily	$30.00
22.	Temporary Storage Containers	Daily	$11.50
23.	Dumpsters	Daily	$17.99
24.	Standard Turn-Around time for Samples	2 /days	$187.50
25.	Expedited Turn-Around time for Samples	1 /day	$187.50
26.	Additional services available / required, please describe:	/	$

CITY OF CHANDLER SERVICES AGREEMENT
MOLD, WATER & FIRE MITIGATION/REMEDIATION/RESTORATION SERVICES
RFP No. AGREEMENT NO.: BF3-926-3082

THIS AGREEMENT is made and entered into this ____ day of _____ , 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **TITAN RESTORATION OF ARIZONA**, 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 Supervisor/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 disaster recovery and restoration services 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.

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.

2.3 Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4 Compliance with Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 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").

2.4.2 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.

2.4.3 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.

2.4.4 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.

2.4.5 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.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

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 Fifty Thousand Dollars ($250,000)** 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.** All prices offered herein shall be firm against any increase for the initial term 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 **1st day of November, 2012** and terminating on **October 31, 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 **one (1) additional two (2) year term**. 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 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.

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.

12.7. Claims involving construction / reconstruction 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, an MCS90 endorsement shall be included.

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:	Larry LaMay
Mailing Address:	PO Box 4008 – MS 906
Physical Address:	650 E Ryan Rd
City, State, Zip	Chandler AZ 85244
Phone:	480-782-2501
FAX:	480-782-2560

In the case of the CONTRACTOR

Firm Name:	Titan Restoration of Arizona
Contact:	Russ Palmer
Address:	4020 E Oasis Ste 3
City, State, Zip	Mesa, AZ 85215
Phone:	480-797-6326
FAX:	480-222-0029
EMAIL:	Russ@Titan911.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. 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.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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 _____, 2012.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

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.

Contract Number: BF3-926-3082			
Name (as listed in the contract): TITAN RESTORATION OF ARIZONA			
Street Name and Number: 4020 E Oasis Suite 3			
City: Mesa	**State: AZ**	**Zip Code: 85215**	

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: Russell Palmer

Title: President

Date (month/day/year): _____

EXHIBIT B
SCOPE OF WORK

1. **GENERAL**. The purpose of this Agreement is to provide responsive clean-up and restoration services for both routine situations and emergency situations, where an immediate response is required (e.g. water leaks, fire situations, mold). CONTRACTOR shall be required to provide both routine and emergency response to situations involving the response to and assessment, drying, containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of building structure, finishes and/or other impacted areas resulting from a fire, water leak or other related damage. CONTRACTOR shall provide all personnel, labor, equipment and materials necessary to perform the requirements of the Agreement. Responses shall have a comprehensive and integrated approach to preparedness, planning, response and recovery. When called on to perform work under this Agreement, CONTRACTOR shall ensure the above stated purpose is satisfied.

   Most CITY buildings are newer than 30 years old; however, older buildings include the McCullough-Price House Historical Building, the Chandler Historical Museum, and the McCroskey Farm House Historical Building (which is located within Tumbleweed Park).

   All buildings have been asbestos tested. If asbestos is uncovered in a previously unknown area, CONTRACTOR will cease work, notify Contract Administrator/designee, and a new plan of action to abate asbestos will be established.

   CONTRACTOR(s) interested in being considered for restoration work will be required to have a General Contractor's license. All waste must be disposed of at Butterfield landfill. The CITY's Environmental Management Division must coordinate and sign all waste manifests. If required, the asbestos survey must be reviewed prior to any remediation or restoration services. If the survey indicates the building materials that are going to be disturbed have confirmed or assumed asbestos containing material, then abatement should occur prior to any disturbance. All abatement activities must adhere to OSHA and EPA regulations. All asbestos abatement work plans must be prepared and developed by an AHERA certified project designer prior to any abatement activities. CONTRACTORS will be responsible for obtaining dust permits, if required, for project.

1.1 CONTRACTOR agrees that all work authorized under this Agreement shall be performed in conformance with all applicable Federal, State, and local laws, regulations and rules including, but not limited to, the following: Occupational Safety and Health Act (OSHA) general standards, guidelines, and recommended standards with regard to remediation, National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conversation and Recovery Act (RRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management Act, Federal Motor Carrier Safety Regulations, National Fire Protection Association (NFPA) and the Federal Hazardous Materials Regulations as adopted by Maricopa County and the State of Arizona

1.2 CONTRACTOR shall report directly to Contract Administrator/designee. Depending on the nature of the incident, it may be necessary to reassign the oversight within the CITY. Should a reassignment occur, Contract Administrator/designee will be the primary point of contact. In some circumstances, a State Risk Insurance representative(s), insurance carrier representative, or other interested party(ies) may work with the Contract Administrator/designee.

1.3 CONTRACTOR shall agree and understand that the Contract Administrator/designee shall have full and final authority for, but not limited to, the following:

- **1.3.1** Approval of proposed cleanup/decontamination procedures;
- **1.3.2** Determination of completion of each phase of work;
- **1.3.3** Review and approval of all costs on a daily basis, if necessary;

1.3.4 Review and approval of the use of certain equipment, personnel, materials, services and/or procedures;
1.3.5 Hours of work and/or days worked;
1.3.6 Establishment of proper safety protocol;
1.3.7 Work stoppage for safety and/or environmentally unsafe activities or procedures; and
1.3.8 sub-contractors used.

1.4 Prior to commencing any work under this Agreement, CONTRACTOR and Contract Administrator/designee will discuss and approve work to be performed. CONTRACTOR shall not perform work until approved by Contract Administrator/designee. Verbal authorization may be given in cases of emergency; however, CONTRACTOR shall follow up with written procedures provided to Contract Administrator/designee within 48-hours.

2. **SCOPE OF WORK.** CONTRACTOR shall submit a written Scope of Work outlining the standard emergency response procedures for, but not limited to, the following:

- All key personnel shall be identified within CONTRACTOR's scope of work. Provide brief resume to support minimum requirements / educational background required for position and level. Once identified, key personnel shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. List shall include specific professional position and level assigned for the Project (e.g. John Doe, Project Manager, etc.), including specific related or similar project references which demonstrates experience for the work required, including contact name / company / phone number(s) and email (if available).

- Proposed method of approach, including any suggested changes and recommendations for any approved innovative technologies when applicable. A schedule of work to be completed, including a detailed, itemized breakdown of all labor – including number of hours estimated for each key person, sub-contractor(s), consultant(s), etc. - equipment and supplies proposed, as well as FIRM, FIXED price for such. CONTRACTOR's mark-up fee shall be no more than 5% and shall be pre-approved by Contract Administrator/designee.

- All sub-contractors shall be identified within CONTRACTOR's scope of work. CONTRACTOR shall list all sub-contractors, including qualifications, a listing of all licenses and/or certifications, and contact information. The Independent Indoor Air Quality Consultant cannot be an employee of CONTRACTOR. List shall also include any transporters, storage facilities, disposal facilities, or any miscellaneous rental equipment subcontractors (e.g. fencing, barricades, etc.). Once identified, sub-contractors shall not be removed or replaced without the prior submittal to and written authorization from the Contract Administrator/designee (copy shall be provided to Purchasing). Contract Administrator/designee will review and respond back to CONTRACTOR within forty-eight (48) hours. CONTRACTOR shall make any adjustments to the list as requested by Contract Administrator/designee.

- CONTRACTOR shall provide remediation and restoration services on an "as needed" basis at the request of Contract Administrator/designee. Depending on the size of the involved area or, if the project poses a technical challenge, the services may need "Oversight" provided by a qualified Independent Agent designated by the Contract Administrator. The Independent Indoor Air Quality Agent cannot be employed by CONTRACTOR. Oversight may also be required to determine specific salvage techniques to recover valuable materials that have been damaged by water and/or mold. Valuable materials may include, not be limited to, paper or microfilm records, legal documents, computers, artwork, museum pieces, etc.

- Each scope of work provided to the CONTRACTOR shall, at minimum, include:

- Location/Area description
- Objective
- Desired time frame for completion
- Acceptance criteria

2.1 **Water Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.2 **Fire Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, initial response actions, the method to determine the extent of damage, and methodology for smoke damage remediation, building content decontamination, building systems deodorization/decontamination (to include HVAC, electrical, plumbing, etc.) building finishes (to include flooring, walls, ceilings, etc.). CONTRACTOR shall establish procedures for removing damaged materials, including any water-related issues arising from fire-fighting efforts, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.3 **Microbial Related Incidents.** CONTRACTOR shall determine, and provide in writing to Contract Administrator/designee, the extent of moisture intrusion, mitigation, establish drying goals for wet building materials and methodology for extracting and dehumidification of water. CONTRACTOR shall establish procedures for inventorying and removing items from affected area, including the decontamination, storage and security of such items. CONTRACTOR shall be responsible for removing damaged materials, all visible mold, performing restoration construction of affected area, if so qualified, and posting warning signs outside any containment area.

2.3.1 Restoration of the mold infested areas, which have been remediated/abated to the point where there is no longer any visible mold damage, shall not begin until the area has been satisfactorily tested and cleared by an Independent, Indoor Air Quality Agent. Restoration may/may not be performed by CONTRACTOR per Contract Administrator/designee's request. All work shall be communicated to and coordinated with the Contract Administrator/designee.

2.4 **Health and Safety Program.** CONTRACTOR shall have an existing health and safety program for all phases of the work activity for its employees, sub-contractor's sub-contractor's employees as required, to include site specific exposures, which shall comply with OSHA, IICRC S-520, and EPA recommended standards, per CERCLA and/or RCRA and any other applicable federal, state and/or local laws, rules regulations, or ordinances. CONTRACTOR(s) must provide Material Safety Data Sheets (MSDS) for all cleaning agents and chemicals to be used to the Contract Administrator/designee prior to use.

3. **INCIDENTS / RESPONSE TIMES.**

3.1 **Routine incidents** - are defined as any non-emergency requiring a minimal work crew in order to perform the work requested in a time frame of less than one week.

Emergency incidents – are defined as any incident which poses an immediate health or property damage risk, large expenditures of manpower, equipment, and/or large amount of building renovation.

3.2 **Response times.** CONTRACTOR shall respond to Contract Administrator/designee's call within thirty (30) minutes of such call being placed. Contract Administrator/designee may find it necessary to contact more than one CONTRACTOR in order to ascertain availability.

CONTRACTOR shall arrive at the site of the incident within ninety (90) minutes after verbal notification has been given of an emergency. Response to routine incidents shall be based on Agreement between CONTRACTOR and Contract Administrator/designee. Routine billing rates shall be observed by CONTRACTOR for these situations. Any response greater than eight (8) hours from the time of notification to CONTRACTOR by Contract Administrator/designee will be considered routine in nature and shall be billed accordingly by CONTRACTOR. In circumstances where CONTRACTOR is unable to respond within sixteen (16) hours, CONTRACTOR is required to notify Contract Administrator/designee of such delay immediately.

4. **ON-SITE COORDINATION.** Upon arriving at the site, CONTRACTOR shall communicate directly with the Contract Administrator/designee regarding the incident; record and preserve evidence; and conduct an initial site survey. The initial site survey shall include sufficient site specific information as to allow the CONTRACTOR to propose a specific site-developed scope of work to accomplish the work required in the most effective, efficient and safe manner possible. CONTRACTOR shall coordinate with Contract Administrator/designee when arriving at site to determine the method(s) best suited in order initiate traffic control and maintain site security. CONTRACTOR shall not commence work until Contract Administrator/designee has agreed with scope of work to be completed.

4.1 CONTRACTOR's scope of work shall define the types and quantities of response personnel, equipment, materials, sub-contractors and/or any other pertinent requirements to be used to resolve the specific incident. It shall also include the estimated time of completion required and a "not to exceed" cost related to resolving the incident.

4.2 Unless delays are caused by CITY, CONTRACTOR shall not receive payment for stand-by time (e.g. equipment and labor either on site or held elsewhere and not used in conjunction with the project) for labor, equipment or materials, if such stand-by time is the fault of CONTRACTOR or any sub-contractor. Payment shall be made only for equipment, labor, and material actually used - CITY will not pay portal-to-portal fees.

5. **RESTORATION AND/OR REPLACEMENT OF DAMAGED MATERIALS.** If included in CONTRACTORS scope of work, all restoration/ replacement design, materials and workmanship shall comply with current City of Chandler accepted codes and standards.

5.1 **Permits, Fees & Notices.** CONTRACTOR shall secure and pay for any permits, fees, licenses and inspections which are necessary for the proper execution and completion of the work being completed, and which are generally secured after execution of a Contract and which are legally required.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. Should CONTRACTOR knowingly perform work that is contrary to such laws, ordinances, rules and regulations, and without such notice to City of Chandler, the CONTRACTOR shall assume all liability and responsibility and shall bear all costs associated with such work.

5.2 **Contractor Use of Premises.** CONTRACTOR shall limit the storage of materials and equipment on CITY property to designated areas only.

CONTRACTOR shall have all traffic control plans submitted and approved by CITY's Traffic Department by CONTRACTOR before any work shall progress. Uniformed Chandler Police officers may be required as determined by the CITY's Traffic Department and paid for by CONTRACTOR.

Should the use of Police Officer be required, CONTRACTOR shall bill CITY at the actual rate charged. CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all CITY and public utilities.

5.3 **Temporary Facilities, Utilities, and Controls.** CONTRACTOR shall provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of this Agreement. CONTRACTOR shall limit his storage and operations to the areas defined during the project initiation.

CONTRACTOR shall ensure all equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc. are not placed in an inaccessible location.

5.3.1 **Maintenance & Removal.** CONTRACTOR shall maintain temporary facilities in a clean, proper, safe operating and sanitary condition during the duration of the Contract. CONTRACTOR shall remove all temporary facilities and controls from the premises upon completion of the Contract.

Electric power, if not interrupted by the incident, will be provided by CITY for CONTRACTOR's use. If electric power has been de-energized due to the incident, temporary power may be required to be provided by CONTRACTOR. CONTRACTOR may be required to make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc. to provide necessary electrical power for all lighting and power requirements for re-construction purposes. CONTRACTOR shall remove all temporary electrical equipment, poles, meters, wiring, switches, outlets, etc. when they are no longer needed.

5.4 **Temporary Fencing, Enclosures and Barricades.** CONTRACTOR shall provide and maintain all fencing, barricades, lighting, shoring and other protective structures or devices necessary for the safety of workman, equipment, citizens, and CITY property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the city, county, state, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards. CONTRACTOR shall provide temporary fencing, as necessary, upon approval of the Contract Administrator/designee.

5.5 **Fire Protection.** During the course of the re-construction, CONTRACTOR shall maintain fire exits or secondary exits and means of egress, as necessary, to the remediated area when the involved areas are covered with plastic film to maintain a negative air pressure necessary to clean or scrub indoor air. CONTRACTOR shall provide adequate fire extinguishers on the premises of the type and sizes recommended by NFPA and the Uniform Fire Code to control fires resulting from the particular work being performed and ensure instruction employees have been trained how to use them. CONTRACTOR shall place extinguishers in the immediate vicinity of the work being performed so as they are ready for use.

5.6 **Security.** If security services are deemed necessary by CONTRACTOR and Contract Administrator/designee, suction protection shall be provided by CONTRACTOR.

5.7 **Noise, Debris & Dust Control.** CONTRACTOR shall exercise precaution to control excessive noise and dust during any work under this Contract. Traffic or exterior re-construction areas shall be sprinkled with water in accordance with Maricopa County Dust Control requirements.

5.8 **Miscellaneous.** CONTRACTOR shall provide and maintain pumping facilities, including power, necessary for keeping the site free from water accumulation at all times, whether from underground seepages, rainfall, drainage or broken line. Water services, if needed, will be provided by CITY. Should CONTRACTOR require use of water in quantities in excess of that supplied by building hose bibs, CONTRACTOR will obtain a temporary water meter from City Water Distribution and pay costs associated with installation and use. CONTRACTOR shall make all necessary arrangements to

install equipment, piping, and outlets for an adequate supply of clean water for re-construction purposes.

If toilet facilities are unavailable at the site, CONTRACTOR shall be responsible for providing proper facilities for his employees with the approval of Contract Administration/designee.

Final payment will not be accepted and processed until the Contract Administrator/designee is satisfied that the works has been completed in a satisfactory manner, including "punch list" items; and that all manuals, documents, guarantees, as-builts and as-built drawings, as required, have been provided to Contract Administrator/designee.

6. **GREEN PURCHASING**. Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions.

CONTRACTOR(s) shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the CITY may favor the more environmentally preferable product.

If CONTRACTOR is citing environmentally preferred product claims, it shall be CONTRACTORS responsibility to provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The CITY and CONTRACTOR(s) may negotiate during the term of the contract to permit the substitution and/or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the CITY's performance needs.

Unless otherwise specified, CONTRACTOR(s) shall use recycled paper and double-sided copying for the production of all printed and/or photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

CONTRACTOR(s) shall provide packaging/packing materials that meet at least one of ,and preferably all, of the following criteria:

- made from 100% post-consumer recycled materials;
- be recyclable;
- reusable;
- non-toxic;
- bio-degradable.

This information may be used as part of the evaluation criteria for CONTRACTOR's Sustainability efforts in the RFP process.

EXHIBIT C
PRICING

Any overtime and/or double-time must be prior approved, in writing, by the Contract Administrator/designee. The City of Chandler will not allow fuel sur-charge fees or trip charge fees. All pricing shall be from time of arrival on City property to time leaving City property – the City will not entertain portal-to-portal fees.

TO BE USED IN EVALUATING PRICING

Item	Description	UOM	Rate
1.	Project Director	Hrly	$150
2.	Project Manager	Hrly	$105
3.	Project Coordinator: Supervisor	Hrly	$55
4.	Health & Safety Coordinator	Hrly	$68
5.	Project Auditor: Clerk of the Works	Hrly	$60
6.	Clerical Support	Hrly	$40
7.	Emergency Responder: Restoration Tech	Hrly	$46
8.	Skilled Labor: Restoration Tech	Hrly	$46
9.	General Labor: Temp. Labor	Hrly	$24.50
10.	Equipment Technician: Restoration Tech	Hrly	$46
11.	Independent Consultant	Hrly	$75-250

FOR INFORMATIONAL PURPOSES ONLY

Item	Description	UOM	Rate
	Drying & Air Filtration Equipment		
1.	Dehumidifier- P200 & 200 HT XL size	Daily	$125
2.	Dehumidifier	Daily	$
3.	Dehumidifier	Daily	$
4.	Fan – Turbo Dryer	Daily	$25
5.	Fan - Axial	Daily	$28.50
6.	Fan -	Daily	$
7.	Scrubber - 500	Daily	$82.16
8.	Scrubber - 2000	Daily	$172.28
9.	Equipment Decontamination: CAT 3 only	Each	$33.96
	Desiccant Dehumidification		
10.	Desiccant Dehumidifier- 2000-3000 cfm	Daily	$1246
10a.	Desiccant Dehumidifier- 5000 cfm	Daily	$1551
10b.	Desiccant Dehumidifier- 8000 cfm	Daily	$2536
11.	Cooling Equipment	Daily	$ cost + 20%
12.	Desiccant Accessories	Daily	$150
	Cooling Equipment		
13.	Extraction Unit – Portable	Daily	$125
14.	Extraction Unit – Truck Mounted	Daily	$475
15.	Fogger – Thermal	Daily	$125
16.	Infrared Thermography Camera	1 x fee	$125
17.	Monitors – Air & Surface	Daily	$ included
18.	Ozone Machine	Daily	$175
19.	High Pressure Washer	Daily	$75

	Additional equipment rental – Cost + 20 %	Daily	$
	Misc. Mobilization Charges		
21.	Per Diem (individual)	Daily	$ N/A
22.	Temporary Storage Containers: 40 Foot	Month	$121/month
23.	Dumpsters: 40 Yard	Daily	$525
24.	Standard Turn-Around time for Samples	Same day	$500
25.	Expedited Turn-Around time for Samples	Same day	$500
26.	Additional services available / required, please describe:	/	$