



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

21

2. Council Meeting Date:

October 22, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: September 8, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve Agreement No. MU0-988-2784 for Landscape Maintenance – Water Treatment Plant and Well Sites with Artistic Land Management for one year in an amount not to exceed \$117,169.52.

6. RECOMMENDATION: Recommend approval of Agreement No. MU0-988-2784 for Landscape Maintenance – WTP & Well Sites with Artistic Land Management for one year in an amount not to exceed \$117,169.52.

7. HISTORICAL BACKGROUND/DISCUSSION: Services requested under this agreement include weekly trash pick up, weed control, irrigation repair, mowing, and pruning/trimming as required. The landscaped areas to be maintained under this are the Water Treatment Plant (section 1) and Water Production Facilities, including 36 well and reservoirs sites within the City (section 2).

8. EVALUATION PROCESS: In September 2009, City staff issued a bid for landscaping maintenance for the Water Treatment Plant and miscellaneous well and reservoir sites within the City. The bid was advertised and all registered vendors were notified. Ten responses were received and are listed on the attached spreadsheet.

City staff is recommending an award to Artistic Land Management as the low responsive, responsible bidder. Term of this agreement will be November 1, 2009 – October 31, 2010 with options to renew for up to four (4) one-year terms.

9. FINANCIAL IMPLICATIONS:

Cost: \$117,169.52
Savings: N/A
Long Term Cost: N/A

Fund Source:

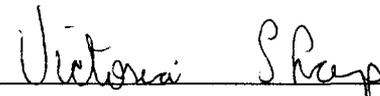
Account	Fund Name	Program Name	Year Funded	Funds
605.3830.0000.5410	Water Operating/Water Treatment	Buildings & Grounds	Non-CIP	\$42,934.88
605.3860.0000.5410	Water Operating/Water Production	Buildings & Grounds	Non-CIP	\$74,234.64

10. PROPOSED MOTION: Move to approve Agreement No. MU0-988-2784 for Landscape Maintenance – WTP & Well Sites with Artistic Land Management for one year in an amount not to exceed \$117,169.52.

ATTACHMENTS: Agreement; bid tab

APPROVALS

11. Requesting Department


Victoria Sharp, Water Systems Operations Supt.

13. Department Head


Dave Siegel, Municipal Utilities Director

12. Procurement Officer


Sharon Brause, CPPB, CPCP

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
LANDSCAPE MAINTENANCE – WTP & WELL SITES
AGREEMENT NO.: MU0-988-2784**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **ARTISTIC LAND MANAGEMENT INC**, a Corporation of the State 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 Municipal Utilities Director /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 landscape 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. Bid Bond (Exhibit D1), Performance Bond (Exhibit D1) and Payment Bond (D2) are attached and incorporated herein by reference.

- 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.
 - 3.5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **One Hundred Seventeen Thousand One Hundred Sixty Nine Dollars and 52/100 (\$117,169.52)** 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. **TAXES**

- 4.1. **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**.
- 4.2. **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.
- 4.3. **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.
- 4.4. **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.
- 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, **CITY** will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to **CONTRACTOR** that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **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.
- 4.7. **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 **one (1) year (s)**, commencing on the **November 1, 2009** and terminating on **October 31, 2010** unless sooner terminated in accordance with the provisions herein. **CITY** reserves the right, at its sole discretion, to extend the Contract for up to **four (4)** additional terms of one year each. **CITY** reserves the right, at its sole discretion, to extend the Contract for up to **sixty (60) days**.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. **CITY** reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by **CONTRACTOR**.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the **CONTRACTOR**, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials 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 subCONTRACTORS 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.

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- 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 "I" "any auto" policy form CA00011293 or equivalent thereof.
 - H. Claims for bodily injury or property damage arising out of completed operations;
 - I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
 - J. Claims for injury or damages in connection with one's professional services;
 - K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.
- 12.4. Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (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.

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

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

In the case of the CITY		In the case of the CONTRACTOR	
Contract Administrator:	Municipal Utilities Dept.	Firm Name:	Artistic Land Management
Contact:	John Ardans	Contact:	Jose Hernandez
Mailing Address:	PO Box 4008 - MS 914	Address:	PO Box 2320
Physical Address:	975 E Armstrong Way #0	City, State, Zip:	Chandler AZ 85244
City, State, Zip:	Chandler AZ 85224	Phone:	480-821-4966
Phone:	480-782-3629	FAX:	480-964-5191
FAX:	480-782-3644	EMAIL:	Jose@ArtisticLandManagement.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

Technician and the Lead Maintenance person will not be the same person. CITY will certify the skill level of all Sprinkler Technicians that will work on CITY's sprinkler maintenance contract. This certification will be accomplished by a "hands-on" situational exercise conducted by CITY. CONTRACTOR may certify as many individuals as desired to successfully perform the contract requirements. Failure to successfully certify Sprinkler Technicians will be grounds for termination of the Landscape Contract in its entirety.

3.1 Time Frame for Sprinkler Technicians qualifications:

Beginning of Contract:

Testing to qualify Sprinkler Technicians from CONTRACTOR will be completed prior to City Council approval. If any applicant fails the test they will be retested in five (5) days. If CONTRACTOR has failed to qualify a Sprinkler Technician the contract is subject to be awarded to the next low vendor.

Mid-Contract:

If CONTRACTOR loses their qualified Sprinkler Technician during the course of the contract, they will have ten (10) working days to hire a replacement and take the test. If the applicant fails the test, they will be retested in five (5) working days. If the applicant fails the test a second time, they will not be retested. If CONTRACTOR has failed to qualify a Sprinkler Technician in a thirty (30) day time period, the contract is subject to termination for cause.

CONTRACTOR is encouraged to qualify back-up Sprinkler Technicians.

The situational exercises will consist of nine tasks related to establishing and maintaining a properly functioning sprinkler system. The nine tasks consist of:

- 1) Repairing a malfunctioning valve
- 2) Repairing a broken wire with a pin-tite connector
- 3) Adjusting the flow on a control valve
- 4) Check the Ohm reading on a solenoid valve for proper operation
- 5) Diagnosing a controller with no display
- 6) Programming an Irritrol MC plus controller
- 7) Check station voltage on the controller
- 8) Adjust radius and arcs on sprinkler heads
- 9) Install a new nozzle to an existing sprinkler head

a. An authorized CITY employee will rate each task "pass/Not pass". To achieve certification the applicant must receive a passing rating on ALL tasks.

b. CITY will pay for or provide the following parts for repair of the sprinkler systems: Controllers, electric valves, vacuum breakers, turf spray heads. CONTRACTOR will supply all other parts. All of the broken or defective parts, which CITY is replacing, must be returned to CITY.

c. If sprinkler equipment presently in service malfunctions but is repairable, it is CONTRACTOR's responsibility, at no additional cost to CITY, to supply the labor to repair all such equipment. If timer malfunctions and cannot be repaired in the field, CITY upon notification, will determine the best course of action.

d. If new equipment is installed, it shall be with CITY's prior approval and equipment removed shall be marked for identification and returned to CITY along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.

e. Payment for sprinkler maintenance shall be part of the monthly cost for each area as stated in the contract. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization.

4. FERTILIZING:

TURF AREAS - February 14 to February 28 - apply fertilizer 16-20-0 at the rate of 4.5 pounds per 1,000 square feet to assure 1 1/2 pounds of nitrogen per 1,000 square feet. June 1 to July 1 - apply ammonium phosphate 16-20-0 at the rate of 4.5 pounds per 1,000 square feet; water fertilizer into the soil immediately after application. Notify Contract Administrator of date of each application and location treated.

5. GRANITE: Other plant material must be fertilized yearly during the month of March. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. The Contract Administrator should be notified whenever granite is to be added to an area.

6. TRIMMING:

All shrubs and hedges shall be trimmed in such a manner that they present a pleasing appearance -- year round. This may require more than 1 trimming.

7. PRUNING:

CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle (refer to City Standard Site Distance, Detail #39). Shrubs in R.O.W. or basins within 10 feet of a wall shall be kept at the height not to exceed the wall. All trees shall be pruned by approved method to keep tree branches out of street right-of-way, for 13'6" high vertical clearance on major streets and off sidewalk for 8' clearance. Pruning shall also include the removal of dead, dying, diseased and broken portions, not to exceed 25 feet in height, of each plant. CITY will supply plant materials when replacement is necessary, except when due to negligence of CONTRACTOR.

Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The City shall reserve the right to determine when plant material creates a visibility obstruction.

Height of trimming of shrubs in continuous areas will be consistent in height. CITY will determine height of trimming.

Pruning, elevating and shaping of trees shall be limited to small trees, regardless of what their anticipated mature height may be. Pole saws and pruners should be used to meet height requirements as specified in 11.a. (above) of this contract. Pruning shall be performed following accepted practices, not stubs.

CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep his tools in a clean, operative and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize his cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each workday.

All trees shall be pruned yearly, but may require touch up trimming and pruning throughout the year on an as needed basis.

Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.

Pruning over 25' in height will be pruned as requested. CITY will contract this pruning separately or ask CONTRACTOR to submit a separate bid for this work.

An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.

Palm Trees – Palm trees, regardless of height, shall have frond stubs and seed pods removed in July, but do not require skinning. More than one trimming of palms may be required. This will be on an as needed basis at no additional cost.

CONTRACTOR will keep all trees that are staked at the beginning of the contract, and any trees replaced during the contract period, staked according to CITY specifications: Two 8-foot 2" x 2" redwood stakes on each side of the tree approximately 18 inches apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12 to 18 inches. Additionally, as trees mature, stakes will need to be removed for the health of the tree.

Immediately after wind storms, CONTRACTOR will prune, restake or remove trees (less than 25 feet in height), and remove all debris as required at no additional charge to CITY. Trees in excess of 25 feet in height will be dealt with on an individual basis.

DISCING: Unlandscaped basins will be disced (2) times during the contract in November and May. Disc depth is not to exceed 3" deep. Mowing will be required for any unlandscaped basin having sides too steep for discing.

BRUSH MOWING: Mowing of unlandscaped area outside block fence will occur (4) times per year (every 3 months) in Jan, Apr, July, and October. Minimum height of cutting is 2". Dust will be kept to a minimum. Canal area outside fence will be sprayed with Reward for top kill of weeds during the months of March, July, and November.

**CHANDLER WATER TREATMENT PLANT (CWTP),
VARIOUS WELL SITES, AND OTHER LANDSCAPED SITES
CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types**

<u>AREA NAME</u>	<u>DESCRIPTION OF AREA</u>	<u>MAINTENANCE TYPE/FREQUENCY</u>
A*	Along Pecos Road to the roadway & entry road to gate entrance. Areas landscaped with irrigation system and DG.	Cleaning – every week Weed – 12 times/year & as needed Pest – as required Fertilizing – once per year Pruning – once per year & as needed Trimming – as needed
B*	Outside of wall along Pecos Road, DG area behind berm, also overflow ditch.	Brush Mowing – 4 times/year Weeds in ditch – 4 times/year
C*	Three berms outside of wall on west side, Along the south fence line outside of fence. Along the canal outside of fence/wall. Area is landscaped with irrigation & DG.	Cleaning – every 2 weeks Fertilizing – once per year Trimming – as needed Pest – as required Weed – 12 times/year & as needed Pruning – once per year & as needed
D*	Turf area along east property line from Pecos Road to end of Rancho De Chandler subdivision. Area is seeded with Bermuda grass & has irrigation system.	Cleaning – every 2 weeks Mowing – as needed (approx. 34 times) Fertilizing – once/year, turf 3 times/year Aeration – once/year in April Weed – 12 times/year & as needed Pruning – once per year & as needed Trimming – as needed Pest – as required
E*	All the DG areas inside the CWTP which do not have vegetation or irrigation. Areas do have decomposed granite.	Cleaning – once per month Weed – 12 times/year & as needed
F*	All the areas inside the wall that do not have irrigation, decomposed granite or planted vegetation.	Cleaning – once per month Weed – 12 times/year & as needed
G*	Inside wall area. Complete landscape area with irrigation system & vegetation planted.	Cleaning – every 2 weeks Weed – 12 times/year & as needed Fertilizing – once per year Pruning – once per year & as needed Trimming – as needed Pest – as required
* Refer to additional maintenance types that apply to all sites except unlandscaped wells & facilities on page 33.		
H*	Inside wall, large water storage basin SE corner. Outside wall on East side small triangular basin. Outside wall along	Discing – 2 times/year Mowing of areas too steep to disc – 4 times per year & as needed

Willis Rd. large basin. All 3 basins unlandscaped.

SP* Special areas include flower bed by the front stairs to the administration building & planter in court yard.

Cleaning – every two weeks
Weed – by hand – as needed
Pruning – once per year & as needed
Trimming – as needed

UN-LANDSCAPED WELLS & FACILITIES
Various locations

Cleaning – weekly,
Weed control – weekly basis

LONE BUTTE, WWPT

Cleaning as required
Weed control as required

LANDSCAPED WELLS & FACILITIES*
Various locations

Cleaning – weekly
Weed control – weekly
Mowing – weekly basis as needed (approx. 34 times)
Fertilizing – once/year, turf 3 times/year
Aeration – once/year in April
Pruning – once per year & as needed
Trimming – as needed
Pest – as required

ALL SITES EXCEPT UNLANDSCAPED WELLS & FACILITIES
Various locations

Sprinkler Maintenance – bi-weekly
check of all systems – 26 times/year.
Repairs made as required.
Palm Tree trimming – July & as needed
Palm Treatment – treat all palms with copper fungicide in November (once) and as needed to prevent disease.

WATER TREATMENT PLANT		ARTISTIC LAND MANAGEMENT		
Item #	Location	Cost Per Month	Qty	Extended
1	A	\$ 693.33	12	\$ 8,319.96
2	B	\$ 146.25	12	\$ 1,755.00
3	C	\$ 164.58	12	\$ 1,974.96
4	D	\$ 683.33	12	\$ 8,199.96
5	E	\$ 137.08	12	\$ 1,644.96
6	F	\$ 154.17	12	\$ 1,850.04
7	G	\$ 706.67	12	\$ 8,480.04
8	H	\$ 175.83	12	\$ 2,109.96
9	SP (DELETED)	\$ -	12	\$ -
10	APPLYING PRE-EMERGENT	\$ 4,300.00	2	\$ 8,600.00
Total WTP:				\$ 42,934.88
WELL SITES				
Item#	Location	Cost Per Month	Qty	Extended
1	AIRPORT WPF	\$ 200.17	12	\$ 2,402.04
2	AMBERWOOD WPF	\$ 5.00	12	\$ 60.00
3	APACHE PARK WPF	\$ 30.08	12	\$ 360.96
4	BASHA ROAD	\$ 347.25	12	\$ 4,167.00
5	BROOKS CROSSING WPF	\$ 161.67	12	\$ 1,940.04
6	BUSHWAY WPF	\$ 338.17	12	\$ 4,058.04
7	CAP ARIZONA WPF	\$ 147.67	12	\$ 1,772.04
8	CAP HENDRIX WPF	\$ 137.25	12	\$ 1,647.00
9	COLT WPF	\$ 182.67	12	\$ 2,192.04
10	COOPER ROAD WPF	\$ 93.80	12	\$ 1,125.60
11	DESERT BREEZE WPF	\$ 71.40	12	\$ 856.80
12	DOBSON SOUTH WPF	\$ 209.30	12	\$ 2,511.60
13	ERIE WELL WPF	\$ 4.90	12	\$ 58.80
14	ESTRELLA WPF	\$ 9.80	12	\$ 117.60
15	FRYE ROAD WPF	\$ 168.70	12	\$ 2,024.40
16	GILBERT ROAD WPF	\$ 166.60	12	\$ 1,999.20
17	HAHN WPF	\$ 81.20	12	\$ 974.40
18	HAMILTON WPF	\$ 3.50	12	\$ 42.00
19	HIGHTOWN WPF	\$ 30.10	12	\$ 361.20
20	HUNT HIGHWAY	\$ 221.90	12	\$ 2,662.80
21	KINGSTON WPF	\$ 3.50	12	\$ 42.00
22	LINDSAY WPF	\$ 567.00	12	\$ 6,804.00
23	MCQUEEN WPF	\$ 9.80	12	\$ 117.60
24	MONTEREY WPF	\$ 166.60	12	\$ 1,999.20
25	N. ALMA SCHOOL WPF	\$ 155.40	12	\$ 1,864.80
26	ORCHARD LANE WPF	\$ 18.90	12	\$ 226.80
27	PENNINGTON ROAD WPF	\$ 9.80	12	\$ 117.60
28	PRICE SOUTH WPF	\$ 118.30	12	\$ 1,419.60

29	ROOSEVELT WPF	\$	190.40	12	\$	2,284.80
30	RURAL WPF	\$	233.10	12	\$	2,797.20
31	SHAWNEE WPF	\$	41.30	12	\$	495.60
32	WEST PECOS ROAD WPF	\$	137.90	12	\$	1,654.80
33	VAL VISTA/RIGGS SW CORNER	\$	63.70	12	\$	764.40
34	NORMAN WAY WELL SITE	\$	162.50	12	\$	1,950.00
35	GOLDEN LANE WELL SITE	\$	190.40	12	\$	2,284.80
36	ALAMOSA WELL SITE	\$	151.90	12	\$	1,822.80
37	E. WOOD WELL SITE	\$	21.67	12	\$	260.04
38	BRIGHT ANGEL WAY WELL SITE	\$	100.00	12	\$	1,200.00
39	OCOTILLO WELL SITE	\$	118.75	12	\$	1,425.00
40	PLEASANT WELL SITE	\$	108.33	12	\$	1,299.96
41	EAST KNOX WELL SITE	\$	158.33	12	\$	1,899.96
42	KBN	\$	13.75	12	\$	165.00
43	ARROWHEAD WELL SITE	\$	10.42	12	\$	125.04
44	KYRENE LIFT STATION	\$	19.17	12	\$	230.04
45	OCOTILLO RECHARGE FACILITY	\$	23.75	12	\$	285.00
46	APPLEBY WELL SITE	\$	17.92	12	\$	215.04
47	IRIS WELL SITE	\$	12.50	12	\$	150.00
48	APPLYING PRE-EMERGENT	\$	4,500.00	2	\$	9,000.00
	TOTAL WELL SITES:				\$	74,234.64
	RATE PER HOUR - ADDITIONAL WORK:					\$18.00/HR
	TOTAL WTP + WELL SITES:	\$				117,169.52

EXHIBIT D1
BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28,34 AND 41.
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____,
_____, (hereinafter Principal), as Principal, and
_____, (hereinafter "Surety"), a corporation organized and
existing under the laws of the State of _____, with its principal offices in _____,
holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department
of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto
_____, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the
amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the
payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

LANDSCAPE MAINTENANCE – WTP & WELL SITES; Bid No. MU0-988-2784

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of
insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of
the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in
the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if
the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount
specified in the proposal and such larger amount for which the Obligee may in good faith contract with another
party to perform the work covered by the proposal then this obligation is void. Otherwise to remain in full force and
effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised
Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the
extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

Principal

SEAL SURETY

By: _____
Attorney-in-Fact

By: _____
SEAL

Its: _____

AGENCY OF RECORD

AGENCY ADDRESS

**EXHIBIT D2
PERFORMANCE BOND**

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

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

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **LANDSCAPE MAINTENANCE – MUD – WTP & WELL SITES, Bid No. MU0-988-2784**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this ____ day of _____, 2009.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

SURETY SEAL

AGENT ADDRESS

**EXHIBIT D3
PAYMENT BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ day of _____, 20____, for **Landscape Maintenance – WTP & Well Sites; Agreement No. MU0-988-2784**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

Item #	WATER TREATMENT PLANT	ARTISTIC LAND MANAGEMENT				DESERT GLEN				MARIPOSA LANDSCAPE				EARTHSCAPES INC				PACHECO LANDSCAPING LLC				ISS GROUNDS CONTROL INC				VISION SERVICES LLC				PACHECO BROTHERS				UNITED RIGHT OF WAY				THE GROUNDSKEEPER			
		Location	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended															
1	A	\$ 693.33	12	\$ 8,319.96	\$ 724.62	12	\$ 8,695.44	\$ 750.00	12	\$ 9,000.00	\$ 960.00	12	\$ 11,520.00	\$ 200.00	12	\$ 2,400.00	\$ 883.57	12	\$ 10,602.84	\$ 785.00	12	\$ 9,420.00	\$ 733.98	12	\$ 8,807.76	\$ 1,400.00	12	\$ 16,800.00	\$ 1,056.00	12	\$ 12,672.00	\$ 240.00	12	\$ 2,880.00							
2	B	\$ 146.25	12	\$ 1,755.00	\$ 164.54	12	\$ 1,974.48	\$ 377.89	12	\$ 4,534.68	\$ 218.00	12	\$ 2,616.00	\$ 66.67	12	\$ 800.00	\$ 200.64	12	\$ 2,407.68	\$ 231.00	12	\$ 2,772.00	\$ 323.16	12	\$ 3,877.92	\$ 320.00	12	\$ 3,840.00	\$ 240.00	12	\$ 2,880.00	\$ 187.00	12	\$ 2,244.00							
3	C	\$ 164.58	12	\$ 1,974.96	\$ 128.31	12	\$ 1,539.72	\$ 525.00	12	\$ 6,300.00	\$ 170.00	12	\$ 2,040.00	\$ 200.00	12	\$ 2,400.00	\$ 156.47	12	\$ 1,877.64	\$ 185.00	12	\$ 2,220.00	\$ 416.85	12	\$ 5,002.20	\$ 248.00	12	\$ 2,976.00	\$ 1,062.00	12	\$ 12,744.00	\$ 187.00	12	\$ 2,244.00							
4	D	\$ 683.33	12	\$ 8,199.96	\$ 749.13	12	\$ 8,989.56	\$ 750.00	12	\$ 9,000.00	\$ 960.00	12	\$ 11,520.00	\$ 240.00	12	\$ 2,880.00	\$ 889.09	12	\$ 10,669.08	\$ 785.00	12	\$ 9,420.00	\$ 270.44	12	\$ 3,245.28	\$ 1,505.00	12	\$ 18,060.00	\$ 1,062.00	12	\$ 12,744.00	\$ 187.00	12	\$ 2,244.00							
5	E	\$ 137.08	12	\$ 1,644.96	\$ 125.64	12	\$ 1,507.68	\$ 255.00	12	\$ 3,060.00	\$ 163.00	12	\$ 1,956.00	\$ 45.00	12	\$ 540.00	\$ 150.02	12	\$ 1,800.24	\$ 138.00	12	\$ 1,656.00	\$ 109.73	12	\$ 1,316.76	\$ 237.00	12	\$ 2,844.00	\$ 179.30	12	\$ 2,151.60	\$ 180.00	12	\$ 2,160.00							
6	F	\$ 154.17	12	\$ 1,850.04	\$ 125.64	12	\$ 1,507.68	\$ 250.00	12	\$ 3,000.00	\$ 163.00	12	\$ 1,956.00	\$ 50.00	12	\$ 600.00	\$ 150.02	12	\$ 1,800.24	\$ 138.00	12	\$ 1,656.00	\$ 109.73	12	\$ 1,316.76	\$ 230.00	12	\$ 3,000.00	\$ 180.00	12	\$ 2,160.00	\$ 180.00	12	\$ 2,160.00							
7	G	\$ 706.67	12	\$ 8,480.04	\$ 738.37	12	\$ 8,860.44	\$ 325.00	12	\$ 3,900.00	\$ 952.00	12	\$ 11,424.00	\$ 240.00	12	\$ 2,880.00	\$ 876.21	12	\$ 10,514.52	\$ 893.00	12	\$ 10,716.00	\$ 387.03	12	\$ 4,644.36	\$ 1,390.00	12	\$ 16,680.00	\$ 1,050.00	12	\$ 12,600.00	\$ 307.00	12	\$ 3,684.00							
8	H	\$ 175.83	12	\$ 2,109.96	\$ 210.24	12	\$ 2,522.88	\$ 350.00	12	\$ 4,200.00	\$ 279.00	12	\$ 3,348.00	\$ 66.67	12	\$ 800.00	\$ 256.79	12	\$ 3,081.48	\$ 185.00	12	\$ 2,220.00	\$ 607.21	12	\$ 7,286.52	\$ 410.00	12	\$ 4,920.00	\$ 307.00	12	\$ 3,684.00	\$ 242.00	12	\$ 2,904.00							
9	SP (DELETED)	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -	\$ -	12	\$ -							
10	APPLYING PRE-EMERGENT	\$ 4,300.00	2	\$ 8,600.00	\$ 5,340.75	2	\$ 10,681.50	\$ 5,920.00	2	\$ 11,840.00	\$ 6,975.00	2	\$ 13,950.00	\$ -	2	\$ -	\$ 7,219.27	2	\$ 14,438.54	\$ 5,510.00	2	\$ 11,020.00	\$ 5,250.00	2	\$ 10,500.00	\$ 9,780.00	2	\$ 19,560.00	\$ 7,672.00	2	\$ 15,344.00	\$ 242.00	12	\$ 2,904.00							
	Total WTP:			\$ 42,934.88			\$ 46,279.38			\$ 54,834.68			\$ 60,402.00			\$ 13,300.00			\$ 57,192.26			\$ 51,100.00			\$ 45,997.56			\$ 88,680.00			\$ 69,383.60										
WELL SITES																																									
Item#	Location	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended	Cost Per Month	Qty	Extended										
1	AIRPORT WPF	\$ 200.17	12	\$ 2,402.04	\$ 264.00	12	\$ 3,168.00	\$ 260.00	12	\$ 3,120.00	\$ 295.00	12	\$ 3,540.00	\$ 200.00	12	\$ 2,400.00	\$ 262.93	12	\$ 3,155.16	\$ 185.00	12	\$ 2,220.00	\$ 344.46	12	\$ 4,133.52	\$ 370.00	12	\$ 4,440.00	\$ 315.00	12	\$ 3,780.00										
2	AMBERWOOD WPF	\$ 5.00	12	\$ 60.00	\$ 43.00	12	\$ 516.00	\$ 50.91	12	\$ 610.92	\$ 66.45	12	\$ 797.40	\$ 600.00	12	\$ 7,200.00	\$ 6.44	12	\$ 77.28	\$ 138.00	12	\$ 1,656.00	\$ 56.88	12	\$ 682.56	\$ 92.00	12	\$ 1,104.00	\$ 8.00	12	\$ 96.00										
3	APACHE PARK WPF	\$ 30.08	12	\$ 360.96	\$ 43.00	12	\$ 516.00	\$ 61.09	12	\$ 733.08	\$ 66.45	12	\$ 797.40	\$ 200.00	12	\$ 2,400.00	\$ 39.53	12	\$ 474.36	\$ 138.00	12	\$ 1,656.00	\$ 56.88	12	\$ 682.56	\$ 110.00	12	\$ 1,320.00	\$ 48.00	12	\$ 576.00										
4	BASHA ROAD	\$ 347.25	12	\$ 4,167.00	\$ 167.00	12	\$ 2,004.00	\$ 199.91	12	\$ 2,398.92	\$ 254.00	12	\$ 3,048.00	\$ 200.00	12	\$ 2,400.00	\$ 455.98	12	\$ 5,471.76	\$ 270.00	12	\$ 3,240.00	\$ 180.63	12	\$ 2,167.56	\$ 640.00	12	\$ 7,680.00	\$ 545.00	12	\$ 6,540.00										
5	BROOKS CROSSING WPF	\$ 161.67	12	\$ 1,940.04	\$ 345.00	12	\$ 4,140.00	\$ 240.00	12	\$ 2,880.00	\$ 82.00	12	\$ 984.00	\$ 200.00	12	\$ 2,400.00	\$ 212.36	12	\$ 2,548.32	\$ 185.00	12	\$ 2,220.00	\$ 135.41	12	\$ 1,624.92	\$ 388.00	12	\$ 4,656.00	\$ 255.00	12	\$ 3,060.00										
6	BUSHWAY WPF	\$ 338.17	12	\$ 4,058.04	\$ 390.00	12	\$ 4,680.00	\$ 460.00	12	\$ 5,520.00	\$ 517.00	12	\$ 6,204.00	\$ 300.00	12	\$ 3,600.00	\$ 444.03	12	\$ 5,328.36	\$ 270.00	12	\$ 3,240.00	\$ 827.26	12	\$ 9,927.12	\$ 810.00	12	\$ 9,720.00	\$ 532.00	12	\$ 6,384.00										
7	CAP ARIZONA WPF	\$ 147.67	12	\$ 1,772.04	\$ 295.00	12	\$ 3,540.00	\$ 245.00	12	\$ 2,940.00	\$ 66.45	12	\$ 797.40	\$ 400.00	12	\$ 4,800.00	\$ 193.98	12	\$ 2,327.76	\$ 231.00	12	\$ 2,772.00	\$ 345.89	12	\$ 4,150.68	\$ 260.00	12	\$ 3,120.00	\$ 232.00	12	\$ 2,784.00										
8	CAP HENDRIX WPF	\$ 137.25	12	\$ 1,647.00	\$ 165.00	12	\$ 1,980.00	\$ 203.64	12	\$ 2,443.68	\$ 169.00	12	\$ 2,028.00	\$ 400.00	12	\$ 4,800.00	\$ 180.19	12	\$ 2,162.28	\$ 185.00	12	\$ 2,220.00	\$ 241.49	12	\$ 2,897.88	\$ 350.00	12	\$ 4,200.00	\$ 216.00	12	\$ 2,592.00										
9	COLT WPF	\$ 182.67	12	\$ 2,192.04	\$ 233.00	12	\$ 2,796.00	\$ 380.00	12	\$ 4,560.00	\$ 220.90	12	\$ 2,650.80	\$ 200.00	12	\$ 2,400.00	\$ 239.94	12	\$ 2,879.28	\$ 185.00	12	\$ 2,220.00	\$ 435.20	12	\$ 5,222.40	\$ 430.00	12	\$ 5,160.00	\$ 288.00	12	\$ 3,456.00										
10	COOPER ROAD WPF	\$ 93.80	12	\$ 1,125.60	\$ 170.00	12	\$ 2,040.00	\$ 90.00	12	\$ 1,080.00	\$ 66.45	12	\$ 797.40	\$ 200.00	12	\$ 2,400.00	\$ 123.19	12	\$ 1,478.28	\$ 92.00	12	\$ 1,104.00	\$ 74.54	12	\$ 894.48	\$ 220.00	12	\$ 2,640.00	\$ 148.00	12	\$ 1,776.00										
11	DESBERT BREEZE WPF	\$ 71.40	12	\$ 856.80	\$ 43.00	12	\$ 516.00	\$ 45.00	12	\$ 540.00	\$ 66.45	12	\$ 797.40	\$ 500.00	12	\$ 6,000.00	\$ 93.77	12	\$ 1,125.24	\$ 231.00	12	\$ 2,772.00	\$ 28.44	12	\$ 341.28	\$ 140.00	12	\$ 1,680.00	\$ 112.00	12	\$ 1,344.00										
12	DOBSON SOUTH WPF	\$ 209.30	12	\$ 2,511.60	\$ 260.00	12	\$ 3,120.00	\$ 290.00	12	\$ 3,480.00	\$ 332.00	12	\$ 3,984.00	\$ 480.00	12	\$ 5,760.00	\$ 274.88	12	\$ 3,298.56	\$ 231.00	12	\$ 2,772.00	\$ 497.44	12	\$ 5,969.28	\$ 378.00	12	\$ 4,536.00	\$ 330.00	12	\$ 3,960.00										
13	ERIE WELL WPF	\$ 4.90	12	\$ 58.80	\$ 43.00	12	\$ 516.00	\$ 65.00	12	\$ 780.00	\$ 66.45	12	\$ 797.40	\$ 200.00	12	\$ 2,400.00	\$ 6.44	12	\$ 77.28	\$ 46.00	12	\$ 552.00	\$ 28.44	12	\$ 341.28	\$ 80.00	12	\$ 960.00	\$ 8.00	12	\$ 96.00										
14	ESTRELLA WPF	\$ 9.80	12	\$ 117.60	\$ 43.00	12	\$ 516.00	\$ 50.91	12	\$ 610.92	\$ 66.45	12	\$ 797.40	\$ 200.00	12	\$ 2,400.00	\$ 12.87	12	\$ 154.44	\$ 46.00	12	\$ 552.00	\$ 28.44	12	\$ 341.28	\$ 80.00	12	\$ 960.00	\$ 15.00	12	\$ 180.00										
15	FRYE ROAD WPF	\$ 168.70	12	\$ 2,024.40	\$ 235.00	12	\$ 2,820.00	\$ 240.00	12	\$ 2,880.00	\$ 230.00	12	\$ 2,760.00	\$ 200.00	12	\$ 2,400.00	\$ 221.56	12	\$ 2,658.72	\$ 138.00	12	\$ 1,656.00	\$ 422.51	12	\$ 5,070.12	\$ 400.00	12	\$ 4,800.00	\$ 265.00	12	\$ 3,180.00										
16	GILBERT ROAD WPF	\$ 166.60	12	\$ 1,999.20	\$ 192.00	12	\$ 2,304.00	\$ 280.00	12	\$ 3,360.00	\$ 289.00	12	\$ 3,468.00	\$ 400.00	12	\$ 4,800.00	\$ 218.80	12	\$ 2,625.60	\$ 277.00	12	\$ 3,324.00	\$ 97.06	12	\$ 1,164.72	\$ 330.00	12	\$ 3,960.00	\$ 262.00	12	\$ 3,144.00										
17	HAHN WPF	\$ 81.20	12	\$ 974.40	\$ 72.00	12	\$ 864.00	\$ 70.00	12	\$ 840.00	\$ 195.00	12	\$ 2,340.00	\$ 200.00	12	\$ 2,400.00	\$ 106.64	12	\$ 1,279.68	\$ 138.00	12	\$ 1,656.00	\$ 301.83	12	\$ 3,621.96	\$ 200.00	12	\$ 2,400.00	\$ 128.00	12	\$ 1,536.00										
18	HAMILTON WPF	\$ 3.50	12	\$ 42.00	\$ 43.00	12	\$ 516.00	\$ 50.91	12	\$ 610.92	\$ 66.45	12	\$ 797.40	\$ 600.00	12	\$ 7,200.00	\$ 4.60	12	\$ 55.20	\$ 69.00	12	\$ 828.00	\$ 28.44	12	\$ 341.28	\$ 80.00	12	\$ 960.00	\$ 8.00	12	\$ 96.00										
19	HIGHTOWN WPF	\$ 30.10	12	\$ 361.20	\$ 43.00	12	\$ 516.00	\$ 50.91	12	\$ 610.92	\$ 66.45	12	\$ 797.40	\$ 200.00	12	\$ 2,400.00	\$ 39.53	12	\$ 474.36	\$ 177.00	12	\$ 2,124.00	\$ 28.44	12	\$ 341.28	\$ 80.00	12	\$ 960.00	\$ 50.00	12	\$ 600.00										
20	HUNT HIGHWAY	\$ 221.90	12	\$ 2,662.80	\$ 304.00</																																				



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

23

2. Council Meeting Date:

October 22, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: September 24, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award agreement #MU0-885-2785 for Lignite Granular Activated Carbon (GAC) to Norit Americas, Inc. in an amount not to exceed \$163,523.

6. RECOMMENDATION: Recommend award of agreement #MU0-885-2785 for Lignite Granular Activated Carbon (GAC) to Norit Americas, Inc. in an amount not to exceed \$163,523.

7. HISTORICAL BACKGROUND/DISCUSSION: GAC is a vital component in the water treatment process. GAC is placed in filter beds that remove impurities as the drinking water runs through them. The filtration process ensures that the finished water complies with Federal drinking water regulations. GAC also reduces taste and odor constituents in the drinking water. The contract includes the removal and disposal of the spent GAC and the installation of the new media.

8. EVALUATION PROCESS: On August 12, 2009, the City issued bid MU0-885-2785 for the purchase of Lignite GAC. The bid was advertised and all registered vendors capable of providing GAC were notified. Two bids were received from Carbon Activated Corporation and Norit Americas, Inc. Norit Americas, Inc. was the lowest responsible and responsive bid.

9. FINANCIAL IMPLICATIONS:

Costs: \$163,523
Savings: N/A
Long Term Costs: N/A

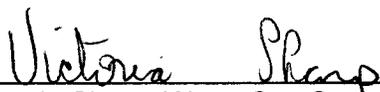
Fund Source:

<u>Acct No.</u>	<u>Fund Name:</u>	<u>Program:</u>	<u>Year Funded:</u>	<u>Amount:</u>
605.3830.0000.5318	Water Operating/Water Treatment	Chemicals	Non -CIP	\$163,523

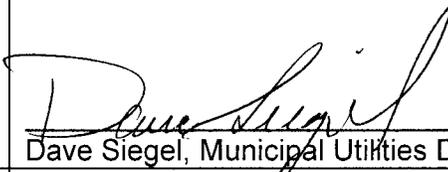
10. PROPOSED MOTION: Move that Council approve agreement #MU0-885-2785 for Lignite Granular Activated Carbon (GAC) to Norit Americas, Inc. in an amount not to exceed \$163,523.

APPROVALS

11. Requesting Department


Victoria Sharp, Water Sys Operations Supt.

13. Department Head


Dave Siegel, Municipal Utilities Director

12. Procurement Officer


Carolee Stees, CPPB

14. City Manager


W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
LIGNITE GAC
AGREEMENT NO.: MU0-885-2785**

THIS AGREEMENT is made and entered into this _____ day of October, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Norit Americas, 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 Water Systems Operations Superintendent /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 lignite GAC and related installation 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.
- 2.5. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 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.
 - 3.5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Sixty-three Thousand Five Hundred Twenty-three Dollars (\$163,523) 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. TAXES

- 4.1. 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.
- 4.2. **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.
- 4.3. **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.
- 4.4. **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.
- 4.5. **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.

5. TERM:

- 5.1. The work must be completed within thirty days from the Notice to Proceed.

6. USE OF THIS CONTRACT:

- 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 subCONTRACTORS 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 B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (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.

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

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

In the case of the CITY

Contract Administrator: City of Chandler
Contact: Purchasing Division
Mailing Address: PO Box 4008 MS 901
Physical Address: 249 E. Chicago Street
City, State, Zip: Chandler, AZ 85244
Phone: 480.782.2400
FAX: 480.782.2410

In the case of the CONTRACTOR

Firm Name: Norit Americas, Inc.
Contact: Sally Adkisson
Address: PO Box 790
City, State, Zip: Marshall, TX 75671
Phone: 903.935.4751
FAX: 903.923.1035

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 **Entire Agreement.** This Agreement, including Exhibits A, B and C 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.
- 15.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.4 **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.
- 15.5 **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.
- 15.6 **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.
- 15.7 **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 October 2009.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: Ronald D. Thompson
Signature
Signature Ronald D. Thompson
CEO

ATTEST:

ATTEST: If Corporation

City Clerk

SEAL Sally Adkisson
Secretary Sally Adkisson

Approved as to form:

City Attorney dlw

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: MU0-885-2785		
Name (as listed in the contract): Norit Americas, Inc.		
Street Name and Number: PO Box 790, 3200 W. University Avenue		
City: Marshall	State: TX	Zip Code: 75671

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: _____

Title: _____

Date (month/day/year): _____

EXHIBIT B SCOPE OF WORK

Contractor shall provide all labor, materials and equipment to remove and dispose of spent GAC and provide and install virgin, food-grade lignite GAC that shall conform to AWWA B604, NSF ANSI 61 and all EPA and local regulations pertaining to the use of GAC in a potable water treatment facility.

GAC provided under this agreement shall be produced from lignite-based coal mined in North America, manufactured into activated carbon only in the United States. (Bituminous, peat, wood or coconut products are not acceptable).

GAC provided under this agreement shall meet the following physical properties:

Nominal Sieve Size, mesh	8 x 20
Screen Size, US Sieve Series, weight %	
Larger than No. 8 (maximum)	15%
Smaller than No. 20 (maximum)	5%
Maximum Fines, % by weight	1%
Minimum Iodine Number, mg/g	500
Maximum Moisture as packed, % by weight	8%
Minimum Abrasion Number (AWWA)	70
Effective size, mm	1.0 – 1.2
Maximum Uniformity Coefficient	1.5
Maximum Ash, % by weight	10%
Maximum Water Soluble Ash, % by weight	4%
Apparent Density, g/mL [lb/ft ³]	0.25-0.42 [22 – 26]

The following testing standards shall apply to GAC provided under this agreement:

Particle size distribution sieve analysis	AWWA B604, 5.2.5
Effective size	AWWA B604, 5.2.5.5
Uniformity coefficient	AWWA B604, 5.2.5.5
Moisture	AWWA B604, 5.2.3
Apparent density	AWWA B604, 5.2.4
Abrasion number	AWWA B604, 5.2.6
Iodine number	AWWA B604, 5.2.9 (ASTM D4607)
Total ash	AWWA D2866-83
Water soluble ash (water-extractables test)	AWWA B604, 5.2.7

Representative Sample. At least two weeks prior to delivery to the Water Treatment Plant, CONTRACTOR shall submit to the City a two (2) pound representative sample of each lot of GAC to be delivered. The sample must be submitted in clean, waterproof, vaporproof containers that are identified as to the lot number of the contents. A certified test report shall be submitted to the City along with each sample. CONTRACTOR'S test report indicating the lot number, sample date, and analysis date shall indicate compliance with the specification requirements, along with a statement certifying that the material ready for shipment is equal in quality to the sample submitted. All tests shall be conducted in accordance with the above standards.

The City may authorize delivery of the shipment on the basis of the Contractor's test results and the certification of quality, or the City may test the reference sample submitted to confirm compliance before delivery is authorized. Authorization to deliver material will not constitute acceptance of the GAC.

Contractor shall remove spent filter media from one filter at the Water Treatment Plant and transport it to the Butterfield Landfill for disposal. The filter (756 square feet) consists of two (2) filter cells, each cell having 378 square feet of area.

Contractor shall furnish all necessary hoses, connectors and fittings necessary for delivery of GAC. They shall be clean and free of contaminants. Contractor shall be responsible for cleanup of any spills resulting from delivery operations. All costs associated with the cleanup, removal, and replacement of spilled GAC shall be the responsibility of the Contractor.

GAC installation shall be supervised by a member of the Contractor's technical service staff who has at least 5 years of experience of GAC installation. Any damages resulting from the installation of the GAC is the responsibility of Contractor.

Each filter basin shall be disinfected prior to installation of GAC as specified in Section 13755 and AWWA C653 for the concrete structure and piping.

GAC installation shall comply with AWWA B604, except as modified herein. Materials shall be handled to keep them clean during placement, and any materials becoming contaminated shall be removed and replaced with clean material.

The bottom layer shall be carefully placed to avoid damage to the filter underdrain system. Each layer shall be completed before starting the layer above. Workers shall not stand or walk directly on the GAC, but on boards which will sustain their weight without displacing the GAC. The GAC shall be roughly leveled between layers.

After backwashing as specified herein, the GAC shall fill the contactor to an elevation of 1230.77 as denoted by the painted line. If, after backwashing, the GAC does not cover the line and meet the required elevation, the Contractor shall provide additional GAC until the elevation requirement has been met after backwashing.

After half of each cell has been filled with GAC, and after the second half of each cell has been filled, the GAC shall be backwashed to remove fines. A total of four backwashes per filter are required. Backwashing shall be a single cycle consisting of a low-rate backwash, a ramp up to a high-rate backwash, a ramp down, and another low-rate backwash.

Low-rate backwash shall be at 5.0 gpm/sf (1,900 gpm) and shall be maintained for at least two minutes. The ramp-up period shall be at least two minutes long and the increments of flow shall be no more than 1400 gpm every 30 seconds. Once the high-rate flow of approximately 20 gpm/sf (7,500 gpm) is attained, the high-rate flow shall be maintained for at least four minutes. The high-rate backwash shall be maintained until all fines have been removed from the GAC. The ramp-down period shall be the reverse of the ramp-up period. The final low-rate backwash shall be maintained until the GAC is completely settled, but shall be at least two minutes. The final low-rate backwash shall be at 5.0 gpm/sf (1,900 gpm).

The backwash from the filters is routed to Equalization Basin No. 1. This equalization basin has a limited capacity and the Contractor will need to be cognizant of the limits placed on backwashing during installation.

Each backwash cycle (12 minutes minimum) will generate at least 56,000 gallons. The equalization basin will contain up to 297,000 gallons.

Backwash water supply is the finished water reservoir through the Finished Water Pump Station. Contractor shall coordinate with the City to assure an adequate supply of water for backwashing. Water used for backwashing GAC shall be chlorine-free. The sodium bisulfite chemical feed system may be used for dechlorination.

**EXHIBIT C
PRICING**

Item No.	Item Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Lignite GAC including delivery and installation of new carbon and removal and disposal of spent carbon <u>Norit Americas Inc. HD820</u> Manufacturer and Product Name/No.	168 cubic yards	Cubic yards	\$973.35	\$163,522.80

Delivery Days After Receipt of Order (ARO): Service will occur between 2/1/10 and 4/15/10.