

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD JANUARY 15, 2013, AT 6:00 P.M., AT CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. PROCLAMATION--DECLARING THE MARTIN LUTHER KING, JR., HOLIDAY A DAY OF SERVICE IN COTTONWOOD.
- VI. CALL TO THE PUBLIC-- This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.H.) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES--Regular Meetings of November 6, and December 4, 2012.
- VIII. PRESENTATION BY WILLIAM EATON REGARDING THE OLD TOWN CENTER FOR THE ARTS; ITS OPERATION, PROGRAMMING, FUTURE GOALS, ECONOMIC IMPACT, VALUE OF ARTS IN THE COMMUNITY, AND POTENTIAL SUPPLEMENTAL FUNDING BY THE CITY.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- IX. OLD BUSINESS
 1. ORDINANCE NUMBER 593--AMENDING ARTICLE III, PROCEDURES, OF THE COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SECTION 309. HILLSIDE DEVELOPMENT STANDARDS; SECOND AND FINAL READING.
- X. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
 1. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY RUTH MARIE WICKS, APPLICANT FOR THE VERDE VALLEY CONCERT ASSOCIATION, FOR AN EVENT SCHEDULED FOR FEBRUARY 20, 2013, AT COUNTRY BANK LOCATED AT 597 EAST STATE ROUTE 89A.

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2. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY KYLA ALLEN, APPLICANT FOR THE ADOPT FOR LIFE CENTER FOR ANIMALS, FOR A FUNDRAISER DINNER SCHEDULED FOR FEBRUARY 16, 2013, AT THE COTTONWOOD RECREATION CENTER LOCATED AT 150 S. 6TH STREET.
- XI. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. APPOINTING LYNN RIORDAN AS A CIVIL TRAFFIC HEARING OFFICER FOR THE COTTONWOOD MUNICIPAL COURT.
 2. APPOINTING RICCI VERGARA AS A CIVIL TRAFFIC HEARING OFFICER FOR THE COTTONWOOD MUNICIPAL COURT.
 3. AGREEMENT WITH YAVAPAI COMMUNITY COLLEGE TO PROVIDE RECLAIMED WATER FOR THE COLLEGE TO IRRIGATE ITS VINEYARD.
 4. SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY LANA TOLLESON, APPLICANT FOR THE COTTONWOOD CHAMBER OF COMMERCE, FOR A BUSINESS MIXER SCHEDULED FOR FEBRUARY 21, 2013, AT THE OLD TOWN CENTER FOR THE ARTS LOCATED AT 633 NORTH 5TH STREET.
 5. RENEWAL OF THE BIOSOLIDS HAULING AND DISPOSAL CONTRACT FOR THE WASTEWATER TREATMENT PLANT WITH D&K FARMING ENTERPRISES, LLC.
 6. AWARD OF BID FOR REMOVAL AND REPLACEMENT OF THE ROTATING BEACON AND WINDSOCK AT THE COTTONWOOD AIRPORT.
 7. AWARD OF BID & APPROVAL OF A CONTRACT WITH OFFSITE SWEEPING LLC, FOR CITY STREET SWEEPING SERVICES.
 8. REJECTION OF ALL BIDS RECEIVED IN RESPONSE TO THE CITY'S REQUEST FOR WEED ERADICATION SERVICES AND DIRECTING STAFF TO RE-ADVERTISE FOR BID REQUESTS.
 9. RESOLUTION NUMBER 2677--PROPOSING A PERMANENT ADJUSTMENT TO THE STATE IMPOSED 1979-80 BASE EXPENDITURE LIMITATION OF THE CITY OF COTTONWOOD.
- XII. CLAIMS & ADJUSTMENTS
- XIII. ADJOURNMENT

Pursuant to A.R.S. § 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

Americans with Disabilities Act Notice: The Cottonwood Council Chambers is wheelchair accessible.

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Those with needs for special typeface print, hearing devices or other special accommodations may request these through the Cottonwood City Clerk at 928-340-2727 (TDD 928-634-5526). Requests should be made as early as possible to allow the City sufficient time to arrange for the necessary accommodations.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.



P R O C L A M A T I O N

Whereas, Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas, Dr. King's teaching can continue to guide and inspire us in addressing challenges in our communities; and

Whereas, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr., to serve their neighbors and communities on the King Holiday; and

Whereas, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and nation needs, bring our citizens together, and strengthen our communities and nation; and

Whereas, the King Day of Service is the only federal holiday commemorated as a natural day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, King Day of Service projects are being organized by a committee of non-profits, community organizations and entities including Chandler Plante, Yavapai County AmeriCorps Project, Serve Yavapai, Community Counts, Prescott College, Friends of the Well, Historic Fort Verde, and Camp Verde Unified School District; and

Whereas, citizens of Cottonwood have an opportunity to participate in events throughout our county on the King Day of Service, January 21, 2013, as well as support ongoing volunteer needs and commit to meaningful service throughout the year;

NOW, THEREFORE, I, Mayor Diane Joens of Cottonwood proclaim the Martin Luther King, Jr., Holiday as a Day of Service in Cottonwood, and call upon the people of Cottonwood to pay tribute to the life and works of Dr. Martin Luther King, Jr., through participation in community service projects on Martin Luther King Day and throughout the year.

IN WITNESS THEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Cottonwood, Arizona, this 15th day of January 2013.

Diane Joens, Mayor

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	January 15, 2013
Subject:	Hillside Development Standards
Department:	
From:	Charles Scully, Planner

REQUESTED ACTION

Second and final reading of Ordinance 593, adopting hillside development standards as part of the City's Zoning Ordinance.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve Ordinance 593.

BACKGROUND

The City Council has considered this issue for some time, including the August 2012 work session. The first reading of Ordinance Number 593 was held on December 18, 2012.

JUSTIFICATION/BENEFITS/ISSUES

In the past, builders in Cottonwood tended to avoid properties with steep slopes because there were other properties available that were easier to develop. The grading and engineering required to develop on steep slopes was not considered cost-effective. As the cost of land has risen, it has become more cost-effective for builders to look at previously less desirable properties. The question is, how do you manage such development in a fair manner without completely destroying the distinctive landscape features which define the community? Many cities, towns and counties in Arizona have adopted Hillside Development Standards which allow development to occur but place some restrictions on the steepest slopes and further define standards regarding the details of how such sites are developed. The purpose is to provide a balanced approach which benefits everyone in the long run.

Hillside standards typically include both design-based standards and development-based standards. Design standards cover the physical impacts on the land and development-based standards provide formulas to preserve a percentage of the area of steep slopes based on the steepness or intensity of development.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Hillside_Development_Ordinance.doc	Hillside Development Ordinance	Cover Memo
 Hillside_Ordinance_References.docx	Hillside Ordinance References	Cover Memo
 Summary_of_Design_Standards.docx	Summary of Design Standards	Cover Memo
 ord593.doc	Ordinance Number	Cover Memo

SECTION 309. HILLSIDE DEVELOPMENT STANDARDS

A. PURPOSE.

The purpose of this section is to establish regulations for development of land with steep slopes and hillsides so as to preserve important aspects of the community character while allowing reasonable opportunities for development. Hillside development standards are intended to minimize possible loss of life and property, to protect watersheds and natural waterways, to minimize soil erosion, to protect public infrastructure investments and to encourage the preservation of community character by retaining natural topographic features and minimizing scarring from hillside construction.

B. APPLICABILITY.

The regulations of this Section shall apply to proposed subdivisions, planned area development and development projects on lots or parcels having a natural slope of twenty percent (20%) or greater. This slope is calculated using a minimum run of one hundred feet (100') with a rise greater than twenty feet (20') over that one hundred foot (100') run. Where the standards of this section are in conflict with other provisions of this Code, the more restrictive shall apply. No grading, cutting, filling, excavating, stockpiling or other site earthwork shall be commenced without first obtaining all necessary and required permits and approvals from the City of Cottonwood or applicable agencies, including Grading Permits, Stormwater Permits and approval of required development applications.

C. EXCEPTIONS.

This section shall not apply to the following activities:

1. Individual single-family residential development on existing lots except where part of a planned development or new subdivision.
2. Clearing and thinning of vegetation for fire control as approved by the Fire Chief, Building Official or other applicable City official.

D. ADMINISTRATIVE WAIVER FOR HILLSIDE DEVELOPMENT.

1. Purpose. Administrative waivers are intended to provide flexibility with respect to the numerical standards of the Hillside Development Ordinance where proposed development is compatible with surrounding land uses, shown to be in the public interest and consistent with the purposes of the Zoning Ordinance.
2. Applicability. Pursuant to the requirements of this Section, the Zoning Administrator may authorize a waiver of up to 10 percent from any numerical standard related to the Hillside Development Ordinance, including height, setback, lot coverage, cut and fill quantities, disturbance areas and grading requirements.

3. Application Process.
 - a. Application Submittal. A complete application for an administrative waiver shall be submitted to the Zoning Administrator on a form provided by the City.
 - b. Documentation. Provide copies of the Slope Calculation Analysis for the site along with a complete site plan, photos and other graphic material so as to document the requested adjustment.
 - c. Timeframe. The Zoning Administrator shall have 30 calendar days to approve, approve with conditions or deny the application. A written notification of the decision shall be mailed, or otherwise provided, to the applicant within 15 calendar days from the decision.
4. Notification of Surrounding Property Owners. The Department shall mail notice of the request for the Administrative Waiver to all owners of real property within three hundred (300) feet of the subject property within three (3) business days of submittal of the application and provide at least 10 days for response.
5. Conditions for Approval: The Zoning Administrator may authorize an Administrative Waiver when a literal enforcement of the provision(s) of this Section and all amendments thereof, would result in unnecessary property hardship and when evidence is presented demonstrating to the satisfaction of the Zoning Administrator that all of the following conditions are fulfilled:
 - a. The requested modification will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general;
 - b. The granted Administrative Waiver is the minimum development standard modification that will make possible the reasonable use of the land and/or structure;
 - c. Granting the waiver will be based on the physical constraints and land use specifics, rather than on economic hardship claimed by the applicant; and
 - d. Appropriate and specific conditions as may be deemed necessary in order to fully carry out the intent of the Administrative Waiver section of the Zoning Ordinance have been stipulated by the Zoning Administrator.
6. Appeal. The applicant may appeal any decision of the Zoning Administrator to the Board of Adjustment in accordance with the standards set forth in Section 306, "Appeals and Variances."
7. Revocation. A violation of any condition stipulated by the Zoning Administrator that is not corrected within a specified timeframe shall render the granted Administrative Waiver null and void. An approval shall also be null and void if the use has not commenced or if a grading or building permit has not been obtained for the related work within six (6) months of authorizing the waiver or within any greater or lesser time stipulated by the Administrative Waiver, not to exceed one (1) year.

E. DEFINITIONS.

1. BACKSLOPE – The excavated slope remaining on the uphill portion of a cut section that provides a transition from the natural hillside to the flat portion of a building site or roadbed.
2. CONSTRUCTION ENVELOPE - A specific area defined by the sum of the maximum allowable disturbed area plus the maximum coverage allowed for the lot or parcel.
3. CUT - The land surface which is shaped through the removal of soil, rock, or other materials.
3. DISTURBED AREA - That area of natural ground that has been or is proposed to be altered through grading, cut and fill, removal of natural vegetation, placement of material, trenching, or by any means that causes a change in the undisturbed natural surface of the land or natural vegetation.
4. FILL - The deposit or relocation of soil, rock, or other materials on the site.
5. FINISHED GRADE - The final grade and elevation of the ground surface after grading is completed.
6. GRADE - The slope of a hillside measured as a ratio of horizontal distance or run to vertical distance or rise (measured as percentage.)
7. GRADING - Any excavating, or filling or combination thereof, including the conditions resulting from any excavation or fill.
8. HILLSIDE DEVELOPMENT AREA - Building areas, other than sloped areas within washes and rivers, with a building site slope of twenty percent (20%) or greater, measured as a vertical rise of twenty (20) feet in a horizontal distance of one hundred (100) feet.
9. NATURAL GRADE - The grade and elevation of the ground surface in its natural undisturbed state.
10. NATURAL OPEN SPACE - Areas that are essentially unimproved and left in a natural state without developed structures, roads or similar development but that may contain recreational trails, perimeter fencing or similar minor features.
11. PREVAILING GRADE - The average steepness of a hillside over its entire length.
12. RETAINING WALL - A wall used to retain material but not to support or to provide a foundation or wall for a building.

13. SITE DISTURBANCE ACTIVITY - Any action which results in a cutting of the natural soil grade, creation of an un-natural soil fill or movement of a significant natural landscape feature. Such activity may include, but not be limited to the following activities: digging, trenching, filling, drilling, grading or clearing.
14. SLOPE CALCULATION ANALYSIS - A detailed study of the topography and slope of a development site, parcel or property. The study shall include a detailed graphic showing all slope areas on the site utilizing the methodologies established in this Ordinance and shall be composed of graphic, numerical and narrative information.
15. SPILL SLOPE - Earth or other material that is pushed or allowed to fall, flow or run down a slope as a result of excavation activities or natural process of erosion so as to change the natural appearance and topography of the site.

F. APPLICATION REQUIREMENTS.

1. Slope Calculation Analysis: Provide a Slope Calculation Analysis and related Map where the property contains slopes 20% or greater, as defined by this Ordinance.
2. Grading and Drainage Plan: An overall excavation, grading and drainage plan shall be prepared in accordance with sound professional engineering practices and to address minimum standards adopted by the City. Said plans shall be prepared and certified by a professional engineer registered in the State of Arizona. If any drainage structures or culverts are involved, it will be necessary to include calculations for peak flows for a 100 year storm to establish appropriate drainage facilities, cross-sections and details. Where feasible, storm water diverted from its original drainage pattern shall be returned to its natural course before leaving the property.
3. Hillside Development Site Plan. Detailed development site plans and landscape plans shall be submitted with each hillside development application and shall include, but not be limited to, the following:
 - a. Submit site plan on 24" by 36" sheet. Site plan must be submitted with a topographic survey prepared by a civil engineer or registered land surveyor. Scale of the site plan shall be not less than 1"= 20'-0".
 - b. Show topographic contours at two (2) foot intervals. Five (5) intervals may be allowed for very steep slopes if approved by the City Engineer. Indicate existing contours with dashed lines.
 - c. This map shall show limits of excavation and fill, slope of cut and fill, and total cubic yards of excavation and fill for the building site, roads, and driveways. Show the location, length and height of retaining walls, fences and other attachments;
 - d. For disturbed (or graded) areas, including removal of natural vegetation, show the proposed method of final treatment, including riprap, concrete, groundcover, or vegetative coverings.

- e. Show how drainage is altered, and if so, how it is redirected to original channel and show that the requirements regarding storm water runoff and drainage have been met. Show the location and grade of all drainage channels, swales, drain pipes, culverts, and similar drainage features. Indicate flood zones on site plan with grade or elevation of each level.
 - f. Show cross sections at two (2) or more locations perpendicular to the contours through each building or structure giving percentage of slope at each, and showing exact heights of structures at each existing contour.. Location of the cross-sections shall be clearly shown on the topographic map.
 - g. For proposed driveways, indicate total average grade from lowest point to highest and show grade of steepest portions of driveway within fifty (50) foot sections.
 - h. Show location of all proposed utility lines, or septic tank or sewage disposal areas.
 - i. Provide address or property location information, property dimensions and name, address, telephone number and contact information for applicants, property owners and preparer of application materials.
4. Data Table. Provide a table on the plan which provides the following information:
- a. Gross area of lot shown in square feet.
 - b. Area of lot that is hillside in square feet. Indicate slope category. If separate areas are shown, break out the areas by size in square feet and slope category.
 - c. Area of hillside on lot that has been previously disturbed in square feet, if applicable.
 - d. Area of hillside on lot that is proposed to be disturbed shown in square feet. Indicate separate areas, if applicable.
5. The Community Development Director, or designee, may require an accurate three dimensional rendering; showing the existing and proposed finished appearance of the site. A computer generated model in a three dimensional format is acceptable.
6. Prior to the commencement of any construction or development activity on the hillside site, including clearing, grading, excavating or movement of any material, all applicable required plans and approvals shall be issued by the City.

G. SLOPE CALCULATION ANALYSIS.

- 1. All applications for development shall include a Slope Calculation Analysis when portions of the property contain slopes 20% or greater, as defined by this Ordinance.
- 2. The information submitted shall clearly indicate the extent and nature of the work proposed, including the area of disturbance, the estimated quantity of cut and fill, and other information as required to review the proposed activity.

3. Applicants may prepare a Slope Calculation Analysis utilizing a methodology differing from those outlined in this Section. Applicants seeking to utilize an alternative methodology shall provide both a written explanation of the proposed alternative methodology and a graphical example of its use.
4. A Slope Calculation Map shall be produced for the review slope categories as applies to the hillside development standards. The slope map shall contain information necessary to determine compliance with this Section. To determine the location and extent of slope categories, carry out one of the following procedures:
 - a. Manual Slope Calculation Method:
 - 1) Utilize a topographic map at a scale of twenty (20) feet or less to the inch and with contours shown at two (2) foot intervals. All contour lines shall be extended onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than twenty (20) feet onto the adjacent properties.
 - 2) The slope category shall commence at the midpoint of the one hundred (100) foot horizontal dimensions used to determine the slope. The one hundred (100) foot slope determination lines shall be located perpendicular to the site or property contour bands. Those properties containing multiple slope planes should provide slope information for all such planes.
 - 3) To determine those locations where slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%) begin by the application of one hundred (100) foot straight lines that fall within each category. The one hundred (100) foot slope determination lines shall be extended onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than twenty (20) feet onto the adjacent properties.
 - 4) Connect the midpoints of each series of one hundred (100) foot lines of the same slope category to establish the limits of that slope category.
 - 5) Measure the areas resulting between each series of straight lines to determine the areas in each slope category.
 - b. Computer Generated Slope Calculation Method:
 - 1) Utilize digital topographic information with contours shown at two (2) foot intervals.
 - 2) Utilizing a slope generating software application, slope categories shall be determined utilizing the slope categories identified in this Ordinance.
 - 3) Computer generated slope analyses shall be prepared utilizing the following modeling parameters:
 - (a) Maximum five (5) foot slope contour intervals for slopes more than thirty percent (30%);

- (b) The slope analysis shall utilize the above noted slope contour intervals through the modeling basis of grid evaluation to determine slope facets or contours; and,
 - (c) The analysis shall utilize a twenty-five (25) foot grid system.
- 4) All data generated through the use of a computer generated slope determination shall be presented in both chart and graphic formats. The presentation of all graphic slope information shall be presented in a clear and easily understandable format.
 - 5) The final map shall be plotted at a maximum scale of 1" = 200' and submitted to the Community Development Director or designee for review. If the Community Development Director or designee finds the analysis acceptable, the final slope determination map shall be approved.
 - 6) The Community Development Director or designee may reject the analysis and require correction(s) to the digitized slope category lines to more accurately reflect the generalized slope conditions of the property or other revisions necessary to ensure compliance with this Section.

H. SLOPE DEVELOPMENT.

1. Maximum Site Disturbance: Maximum site disturbance), as used in this Section, shall include all grading, excavation and fill area for the development of the property but shall not include any public or private street or the building coverage in the calculation.

<u>Slope Category</u>	<u>Maximum Allowable Disturbance Area as per Slope Category Map</u>
0% to 19.9%	As per underlying Zoning.
20% to 29.9%	30%
30% - 39.9%	50%
40% & >	No Disturbance, except as permitted by this Ordinance.

2. Residential Density: The maximum density for residential development within specified slope category areas shall be determined by the following:
 - a. For any portion of land containing slopes below 20%, the maximum density is determined by dividing the gross area of the tract of land below the 20% slope line by the minimum lot size specified in the underlying zoning district/s.
 - b. For any portion of land containing slopes from 20% up to 29.9%, the maximum density is 0.70 of the density determined by dividing the gross area of the tract of land between the 20% and 29.9% slope lines by the minimum lot size specified in the underlying zoning district/s.
 - c. For any portion of land containing slopes from 30% up to 39.9%, the maximum density is 0.50 of the density determined by dividing the gross area of the tract of land between the 30% and 39.9%, slope lines by the minimum lot size specified in the underlying zoning district/s.

- d. For any portion of land containing slopes 40% and greater, the maximum density is determined as 0.25 of the density determined by dividing the gross area of the tract of land at or above the 40% slope line by the minimum lot size specified in the underlying zoning district/s.
3. Hillside Residential Density Bonus: For properties where the maximum density for residential development is limited as established in this Section for development in slope category areas at or above 20%, the net difference with a potential density bonus increase in the allowable number of dwelling units may be transferred to other portions of the same or contiguous development property where such areas are shown as below the 20% slope category level. For transfer of residential density to zoning districts other than PAD Zone, development shall otherwise meet all standards of this Ordinance and shall not exceed more than 125% of the density otherwise allowed in that Zoning District. Transfer of residential density for projects with PAD Zoning shall be subject to the standard review and criteria for Planned Area Development as determined through the Master Development Plan.
 4. All such development qualified for transfer of residential density shall be subject to standards as specified in this Ordinance and the following:
 - a. In addition to other residential use types allowable in the underlying zoning district, transferred density rights may be developed as detached single-family residential units or as attached residential units with townhouse or clustered type design.
 - b. Proposed clustered unit developments located within a 20% or greater slope category shall be subject to the processing of a Planned Area Development (PAD) application and approval at the sole discretion of the City Council.
 - c. Aspects for consideration of a density transfer design may include but are not limited to:
 - 1) Locations and distribution of any attached or clustered housing.
 - 2) The condition of buffering or separation between proposed housing and the abutting properties.
 - 3) The overall variety of housing types, sizes, lot sizes.
 - 4) The amount and quality of natural open space or usable landscaped areas that are contained within the proposed transfer area.
 - d. For all areas of the lot or parcel with less than a 20 percent slope, 100 percent site disturbance may occur where densities are being transferred from higher slope areas.

4. The following criteria shall be applied for review of proposed clustered development:
 - a. Minimizes the disturbance to the terrain, avoiding cuts or fills unless they are necessary.
 - b. Preserves and incorporates natural features and vegetation, preserves significant large trees or landscape specimens, preserves rock formations.
 - c. Mitigates visual impacts by keeping structures below ridgelines, stepping structures with the slope, and minimizing the height of structures.
 - d. Building and structure design is compatible with hillside characteristics using natural materials and colors, and variation with roof and wall components;

I. HILLSIDE DESIGN CRITERIA.

1. Mass Grading Standards. Leveling of large development sites through mass grading shall be discouraged even for areas with less the 20% slope. Careful design of site grading to allow stepping of areas within larger development sites is preferred so as to preserve natural slopes, vegetation and similar features.
2. Construction Envelope. All lots 20,000 square feet or more in net area shall establish a construction envelope equal to the combined area of the maximum disturbed area and maximum lot coverage as described in this Section.
3. Spill Slopes. Spill slopes greater in depth than five (5) feet shall be prohibited for development sites, driveways and streets. All such surplus material shall be removed from the site or disposed of on-site as permitted by this Ordinance.
4. Removal or disposal of excess material. All excavated material shall be removed from lots and roadways or contained behind retaining walls or landscaped so that the slopes of any fill material will not be visible.
5. Cuts and Fills. Stabilization is required for all cut and fill slopes of five (5) feet or greater in elevation. To reduce visual impacts of cut and fill slopes they should be rounded or tapered where they meet natural grade so that they blend with the natural slope.
 - a. Building pad: The maximum height of any cut or fill used to establish a building site shall not exceed twelve (12) feet. For cuts greater in height stepping shall be required with at least four (4) foot steps to allow landscaping.
 - b. Street: The maximum height of any cut or fill used to establish a road shall not exceed 12 feet. For cuts greater in height stepping shall be required with at least four (4) foot steps to allow landscaping. All building sites, driveways and roadway cut and fill slopes shall be re-vegetated with native plant material.

- c. Driveway: Any driveway cut greater than eight (8) feet in depth shall not have a length greater than one hundred (100) feet; and the maximum height of any cut or fill used to establish a driveway shall not exceed twelve (12) feet.
 - d. Grade of backslope, cuts and fills: The grade for resulting slopes shall be a maximum 2:1, or greater if determined necessary by engineering analysis to ensure a sustainable slope. A combination of retaining walls and slopes may also be considered.
 - e. Partial bench construction: Where a grading plan proposes a combination of cuts and fills to create a level area for a building, road, driveway or development site due to constraints of the property, a detailed treatment plan shall be required for the cut and fill sections to ensure adequate compaction of the fill material and a minimum 2:1 backslope grade so as to maintain a stable slope. Any fill material shall be carefully blended with the prevailing natural grade of the hillside and landscaping shall be provided as necessary to minimize the visual effects of any spill slope.
 - f. Setbacks: Both the top of cut slope and toe of slope shall be setback at least 10 feet from any property line or greater if required by building codes. Exceptions may be considered where the existing topography or drainage patterns are such that strict adherence to this standard would result in a less desirable condition for abutting properties. In such cases a recorded slope or drainage easement shall be provided for the applicable portions of the abutting property.
 - g. Alternative cut and fill limitations and methods to mitigate the visual impact of cut and spill slopes such as terracing, use of retaining walls and re-vegetation of disturbed areas may be submitted based on a finding that the proposed alternative limitations and methods meet the intent of this Section to reduce the visual impact of cut and spill slopes and are otherwise in compliance with this Ordinance. All such alternative proposals shall be subject to Design Review approval.
6. Retaining walls: The intent of retaining wall standards is to reduce the visual impact of retaining methods used on hillside developments. Specific criteria for design include the following:
- a. Fill slopes greater than two (2) feet in depth may be contained by a retaining wall as provided by this Ordinance. Retaining walls may be used to retain fill where slopes cannot be stabilized by the application of boulders, vegetation or the underlying native rock.
 - b. Residential retaining walls shall not exceed six (6) feet in height; non-residential retaining walls shall not exceed eight (8) feet in height. Where additional height is required, a series of stepped retaining walls may be used where such walls are offset at least four (4) feet horizontally. The area between stepped retaining walls shall be improved with landscaping, as per Section 407. Landscaping Requirements.

- c. Decorative view fences, not exceeding 6 (six) feet in height above the highest part of adjacent natural grade may be added to a retaining wall. View fences may include wrought iron, wood picket or a combination of wrought iron and masonry columns but shall not include chain link for such applications.
 - d. The location and layout of retaining walls shall be designed to compliment the shape of the natural terrain to the greatest extent possible through the use of stepped or offset sections both in elevation and plan view. Retaining walls shall be designed to preserve attractive areas of existing desert vegetation where possible.
 - e. If retaining walls are constructed of block or finished with stucco, they should be colored to blend with surrounding landscape or to be compatible with the development theme of the project. Rock facing on masonry walls is encouraged and the use of rock walls comprised of native materials where structurally appropriate is also encouraged.
5. Driveways: The design of driveways located within development projects shall meet the following standards:
- b. Driveways in hillside development areas (20% or greater slopes) shall be limited to one per residence. A driveway may be used to serve more than one residence where in compliance with applicable codes.
 - c. Driveways with 10% grade or greater shall be paved with asphalt, concrete, pavers or a comparable hardened surface so as to stabilize slopes and minimize erosion and sedimentation.
 - d. Driveways with 10% grade or greater shall have a 20 foot minimum landing area at intersection with maximum 6% grade so as to allow safe transition to street.
 - e. Driveways with 15% or greater grade shall be constructed of concrete with appropriate surface treatment to provide adequate friction for vehicles.
 - f. Where a driveway crosses a wash or drainageway, it shall not impede or adversely alter drainage. Wash crossings shall be stabilized to minimize maintenance. Where necessary to accommodate regular run-off or flooding, appropriately sized and designed culverts or bridging shall be required. For low-flow or local drainage swales, concrete aprons on each side of the driveway may be approved to accommodate the cross flow.
 - g. Drainage culverts: Where driveways cross drainage ditches and channels beside the roadway, culvert pipes shall be sized to meet all applicable engineering requirements but in no case shall be less than 12" in size for pipes up to 16 feet in length and minimum 24" for pipes greater than 16 feet in length. A uniform size of culvert pipe shall be established for similar drainage crossings to lots accessed across the same channel along the same roadway.

HILLSIDE ORDINANCE REFERENCES

City of Cottonwood	Zoning Ordinance Section 304 Design Review Construction Site Storm Water Runoff Control Program
City of Prescott	Sec. 6.6 Drainage, Floodplains and Drainageways Sec. 6.7 Site Disturbance, Grading, and Restoration Standards Sec. 6.8 Hillside Development Standards
City of Sedona	Design Review Manual: Section 2.0 Site Development: 2.1 Site Analysis 2.2 Site Design and Planning Principle 2.3 Drainage Way Design 2.4 Building Placement and Orientation Land Development Code Sec. 706.08 Hillside Development Area Article 8. Grading and Drainage
Town of Clarkdale	Town Code. Chapter 7 Building. Article 7-11 Excavation and Grading
City of Flagstaff	LDC Division 10-04-003 Natural Resource Protection Standards: Floodplains, Steep Slopes, Forests
Town of Carefree	Mountainside Community Design Standards & Guidelines Article X. Mountainside Development Regulations
Town of Cave Creek	Zoning Ordinance Sec. 5.11 Hillside
City of Mesa	Sec. 9-6-5. Desert Uplands Development Standards
Town of Payson	Hillside Development Regulations Report 1998
City of Peoria	Article 14-22A. Hillside Development Overlay District
City of Phoenix	Zoning Ordinance. Sec. 32-32. Hillside Development Area
Town of Sahuarita	Ch. 18.61 Hillside Development Overlay Zone
City of Scottsdale	Sec. 6.1010. Environmentally Sensitive Lands Ordinance (ESLO)
City of Tucson	Article VII. Watercourse, Amenities, Safety and Habitat (WASH) Zoning Ordinance Sec. 2.8.1 Hillside Development Zoning District (HD Z)
City of Kingman	Section 21.000 Hillside Developments
Yavapai County	Section 560 Hillside Development Standards
Maricopa County	Zoning Ordinance. Section 1201. Hillside Development Regulations

HILLSIDE DEVELOPMENT ORDINANCE

SUMMARY OF DESIGN-BASED STANDARDS

Design Criteria Issues:

Construction and development on steep hillsides results in visual impacts which can usually be mitigated with various design-based techniques. Design-based criteria for hillsides could include:

- Standards regarding the depth and length of excavations cut into hillsides.
- The treatment applied to the cut face.
- Standards for the disposal of the excavated material, including spill slopes.
- Limiting the steepness of driveways and roads to avoid visual scarring and erosion of hillsides.
- Design standards for retaining walls, bridges, culverts and other drainage features.

Mass Grading. Mass grading of development sites is seen by many developers as the most cost-effective method for initial site development and is therefore usually the preferred approach for preparing a site. However, well-thought out design techniques that preserve natural features, such as steep slopes and washes, can result in other long-term benefits, including improved value of the property and improved conditions for the community as a whole. It may take more up front effort with the site design and additional preparation of the site at the construction phase to identify construction envelopes and non-disturbance areas but the benefit for the developer and the community can be worth the effort.

Grading. For new subdivisions and planned area developments the practice of mass grading of large sites can be modified to identify and protect hillsides, washes, rock outcroppings and other areas of the site that exhibit significant, distinctive or special natural character. One issue to consider is whether the site is essentially in a natural condition. Are there aspects of the site, including topography, visual or scenic features, rock outcroppings or plant specimens that are worth protecting or has the landscape been altered through previous land use practices. With larger sites, there is more opportunity to integrate natural features into the plan, such as using washes for drainage.

Construction Envelope. A construction envelope can be designated on large lots where hillsides and washes are indicated. Non-disturbance areas are indicated on construction plans and in the field during construction activity.

Cut and Fill Issues. Shaping a hillside to use for a building site, driveway or other use generally involves creating a level area by cutting into the hillside and removing enough material for the intended use. In some cases the excess material is deposited in front of or below the “cut” to create a built up area of “fill” material. The manner in which the cut is made and the excess material is deposited can result in significant visual impacts to a hillside.

1. **Height of Cut.** Development on steep side slopes requires deeper cuts in order to develop an adequate building pad or bench for a driveway. The steeper the side slope, the deeper the cut that will be necessary; however, it is possible to mitigate the visual impact by stepping the cuts with intermediate landscaped landings. This approach can mitigate the effects of large cuts into a hillside.

2. **Treatment of Cut.** The backslope of the cut should be tapered to blend with the natural slope and re-vegetated where possible. Sharp, vertical cuts look unnatural and create a negative visual impact. Re-vegetation methods can be addressed.

3. **Disposition of Excess Material.** Cut material pushed over the edge creates a “spill slope” that extends the visual disruption. On steep slopes the spill material can create a deep drop. Standards can limit the extent of spill slopes below the hillside cut. This may require excess to be removed from the site or disposed of in some other non-disruptive manner. This would represent a change in the way in which developers are used to preparing a site.

Retaining Walls. The design of retaining walls can have a major impact on the use and character of properties with steep slopes. One approach is to limit the maximum height of a retaining wall so it relates to the human scale. Where needed for deeper cuts on steeper hillsides, retaining walls can be stacked or stepped with landscaping in the stepped area. Questions of size, location and design of retaining walls are a part of addressing development standards for properties with steep slopes.

Driveways. The design of driveways on hillsides can have a major impact on the visual condition. Where driveways are located across steep hillsides the cut and/or fill necessary to create the roadway bench will be deeper and the visual impact of such activity will be greater. Techniques to minimize the visual impact of cut and fill activity can be considered for driveways and new roads.

Culverts and Drainages. Drainage features associated with hillside development typically include various types of drains, ditches and culverts under driveways and streets. It is possible to have engineering standards for the size and treatment of such features so as to ensure effective management of stormwater runoff, as well as design standards to ensure the aesthetics of such features are considered.

SUMMARY OF DEVELOPMENT-BASED STANDARDS

Purpose. The purpose of hillside development regulations is to allow a reasonable and beneficial approach to the development of property with steep slopes and/or washes while promoting the public health, safety and general welfare of the residents of Cottonwood. The preservation of natural hillsides and washes through the establishment of reasonable approaches to allow development of such areas will help maintain and protect the character, identity and image of the community for the benefit of all. Hillsides and washes play a major role in defining the character of this area and are seen by many people as a highly valuable resource that should be retained as a key feature within new development projects.

Applicability. Applicability needs to be considered for hillside development standards. The scope of such regulations will depend on the type of activities that are covered. If the use is a new residential subdivision, then there will be certain unique issues. If the use is commercial, industrial or other non-residential, then the scope and scale of such development can raise other issues regarding property development. The ordinance needs to make certain distinctions based on the type of use and scale of development.

Exceptions. There are likely to be exceptions in various categories, such as existing single-family residential lots. On some smaller lots that are primarily defined by hillsides it may be difficult to develop there without major grading of the hillside. Applying hillside development standards to existing individual residential lots could be problematic. There may be some design-based issues which could apply to all development but there would need to be consideration of potential exceptions in cases where such regulations become impossible or unduly burdensome.

New Subdivision Standards. Applying hillside development standards to proposed new subdivisions would provide opportunity to integrate the concepts at the earliest possible stage of conceptual design; however, the procedural steps would need to be carefully considered so as to allow consideration of the qualitative or design-based issues along with the technical review from the beginning.

Rezoning. Rezoning typically requires a specific development proposal to be submitted along with the change of zoning request. A change of zoning is generally a discretionary decision by the City Council based on a number of factors, including conformance with the General Plan, compatibility with surrounding properties, and impacts on traffic, infrastructure and natural resources. Rezoning provides an opportunity to include preservation of natural hillsides and washes as a condition of approval based on the policies and standards set forth. Well-defined criteria and standards can provide a key basis in the consideration of rezoning proposals.

General Development Regulations. Design based standards, such as cut and fill standards, could apply generally to all development sites, including existing sites. Some standards may be limited to new development proposals. Clear guidelines and criteria would have to be established so that everyone would know what to expect at the earliest stage of the development review process.

SUMMARY OF PROCEDURES

Slopes Measured as Percent of Grade. Typically hillside or slope ordinances use twenty percent (20%) as a starting point for applying standards but some cities indicate 15% as the baseline for applying hillside regulations. A 20% slope is calculated where there is a vertical rise of 20 feet with a horizontal run of 100 feet.

Topographic Survey. Slope calculations typically begin with an accurate topographic survey of the site depicting the common elevation points as contour lines on a map. The contour lines need to be provided at a scale sufficient to make an accurate calculation. Topographic maps are provided by the applicant. This usually involves hiring a land surveyor to create an accurate survey map. Yavapai County has 20-foot contour lines mapped through their GIS system but this is not accurate enough to provide slope information for individual development properties.

Slope Calculation Methods. Natural hillsides do not generally follow straight lines. They fold and fall in various directions. It is necessary to provide a method for calculating the prevailing grade of the hillside over a certain minimum area so as to be able to map such general hillside slope areas in an understandable and fair manner. The two standard methods for calculating slope areas are the graphic method, which involves directly measuring a run across the contour lines on the topographic map, and the computer modeling method, which uses computer programs to provide slope calculations from an electronic version of the topographic map.

Presentation. The traditional topographic survey map for site development is presented as a plan view drawing with the contour lines typically shown in increments of 2 feet or 5 feet for very steep slopes. New computer programs used by many professional surveyors and engineers allow the digital information to be transformed into a three dimensional rendering that can be seen from different perspectives.

Slope-Based Regulations. Hillside regulations can include a tiered or stepped approach where progressively steeper slopes are subject to different standards so as to achieve the desired results. Issues addressed by this approach may include: maximum area of disturbance, maximum lot coverage and/or residential density.

Example: 0%-20%, >20%-30%, >30%-40%, >40%

Maximum Disturbance Area. A maximum disturbance area can be identified for the properties identified as hillside development areas. Standards can be adjusted for different slope categories, larger or smaller properties, different uses or sites with multiple uses. A development site may have several sub-areas identified with different slope calculations. For larger development sites each sub-area can be looked at separately or there can be a method to calculate the overall maximum disturbance area for an entire development property. The regulation can be created to allow the slope preservation requirement to be transferred to another area of the site which can allow flexibility while still achieving overall benefits. Exceptions to the hillside preservation formula should be provided for existing or previously disturbed areas. Maximum disturbance area provides a standard method or formula to preserve steeper slopes on properties.

Residential Density (new Subdivisions). Hillside development standards for new subdivisions can include formulas to tie the number of residential units to the steepness of a sloped area. Typically this is done as a percentage of the underlying zoning district standards. For example:

R-1 Zone homes on slopes greater than 25% could have a 0.5 density calculation, which would require a minimum 15,000 square foot lot size for new lot development.

R-1 development on slopes greater than 35%, for example, could limit density to 0.25 of underlying zoning, which would then require a 30,000 square foot minimum lot size.

Density Bonus or Transfer (through PAD Zoning and Subdivision platting) If the number of units is reduced on steep hillsides, a method can also be defined to allow the transfer of development rights to some other less steep part of a property. The practical result of such procedures could be to require larger lots for detached single-family residential on steep hillsides but allow townhouses, apartments or smaller lot clustered development on some other portion of a development site. This method could guide a rezoning proposal through the PAD zoning process and it could be used for design of subdivisions on properties with steep slopes. A Bonus method would allow proportionately more units for clustered development than for single-unit detached residential.

ORDINANCE NUMBER 593

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING ARTICLE III, PROCEDURES, OF THE COTTONWOOD ZONING ORDINANCE BY ADDING A NEW SECTION 309. HILLSIDE DEVELOPMENT STANDARDS.

WHEREAS, the City Council has determined that the following changes to the City's Zoning Ordinance are appropriate and desirable.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That Article III - Procedures, of the Cottonwood Zoning Ordinance is hereby amended by adding a new Section 309, Hillside Development Standards, which was made a public record by Resolution 2676.

Section 2. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF JANUARY 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	January 15, 2013
Subject:	Special Event Liquor License Application submitted by Ruth Marie Wicks, applicant for the Verde Valley Concert Association.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration and recommendation of approval or denial of a Special Event Liquor License Application submitted by Ruth Marie Wicks, applicant for the Verde Valley Concert Association.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the Special Event Liquor License Application submitted by Ruth Marie Wicks, applicant for the Verde Valley Concert Association, for a fundraising event scheduled for February 20, 2013, at 597 East State Route 89A.

BACKGROUND

Ruth Marie Wicks has submitted a Special Event Liquor License application on behalf of the Verde Valley Concert Association for a fundraising event scheduled for February 20, 2013, at Country Bank located at 597 East State Route 89A.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events held in the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 1-15-13_Verde_Valley_Concert_Association.pdf	Verde Valley Concert Association LL application	Backup Material

SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Verde Valley Concert Association 100%
Percentage
Address P.O. Box 26 Cottonwood, AZ 86326
Name _____ Percentage _____
Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
____ # Security personnel Barriers

Serving area has 3 walls. Server has TIPS training
And will check individuals ID who appear to be 30
or under. This group, in general, is elderly.

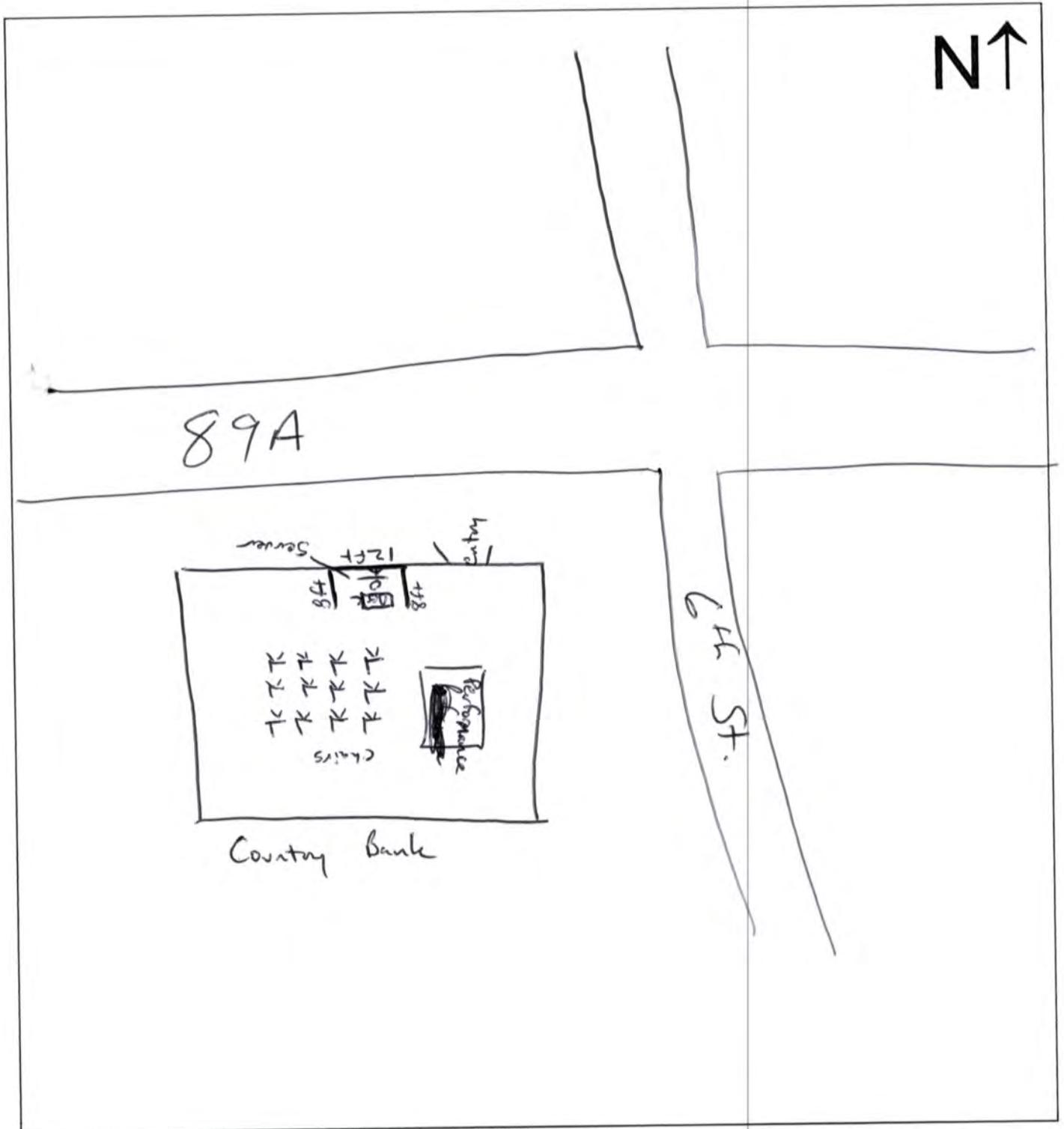
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Ruth Marie A Wicks declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Ruth Marie A. Wicks Board of Directors 1-2-13 (928)634-8507
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this 2nd January 2013
Day Month Year

My Commission expires on: April 27, 2015
(Date)

Maryann K. Eggert
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Ruth Marie A. Wicks declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Ruth Marie A. Wicks State of Arizona County of Yavapai
(Signature) The foregoing instrument was acknowledged before me this 2nd January 2013
Day Month Year



My commission expires on: April 27, 2015
(Date)

Maryann K. Eggert
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED

DISAPPROVED

BY:

(Title) (Date)

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	January 15, 2013
Subject:	Special Event Liquor License Application for the Adopt for Life Center for Animals.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of recommendation of approval or denial for a Special Event Liquor License application from Kyla Allen, applicant for the Adopt for Life Center for Animals.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to recommend approval of the Special Event Liquor License Application for Kyla Allen, applicant for the Adopt for Life Center for Animals, for a fundraiser dinner scheduled for February 16, 2013, at the Cottonwood Recreation Center located at 150 S. 6th Street."

BACKGROUND

Kyla Allen has submitted a Special Event Liquor License Application on behalf of the Adopt for Life Center for Animals for a fundraiser dinner scheduled for February 16, 2013, at the Cottonwood Recreation Center.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

 [1-15-13 Adopt for life.pdf](#)

Description:

Adopt for Life Application

Type:

Backup Material

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Verde Valley Humane Society Inc., dba ADOPT FOR LIFE CENTER FOR ANIMALS 100%
Percentage

Address _____

Name _____ Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

_____ # Police Fencing
¹_____ # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? N/A YES NO

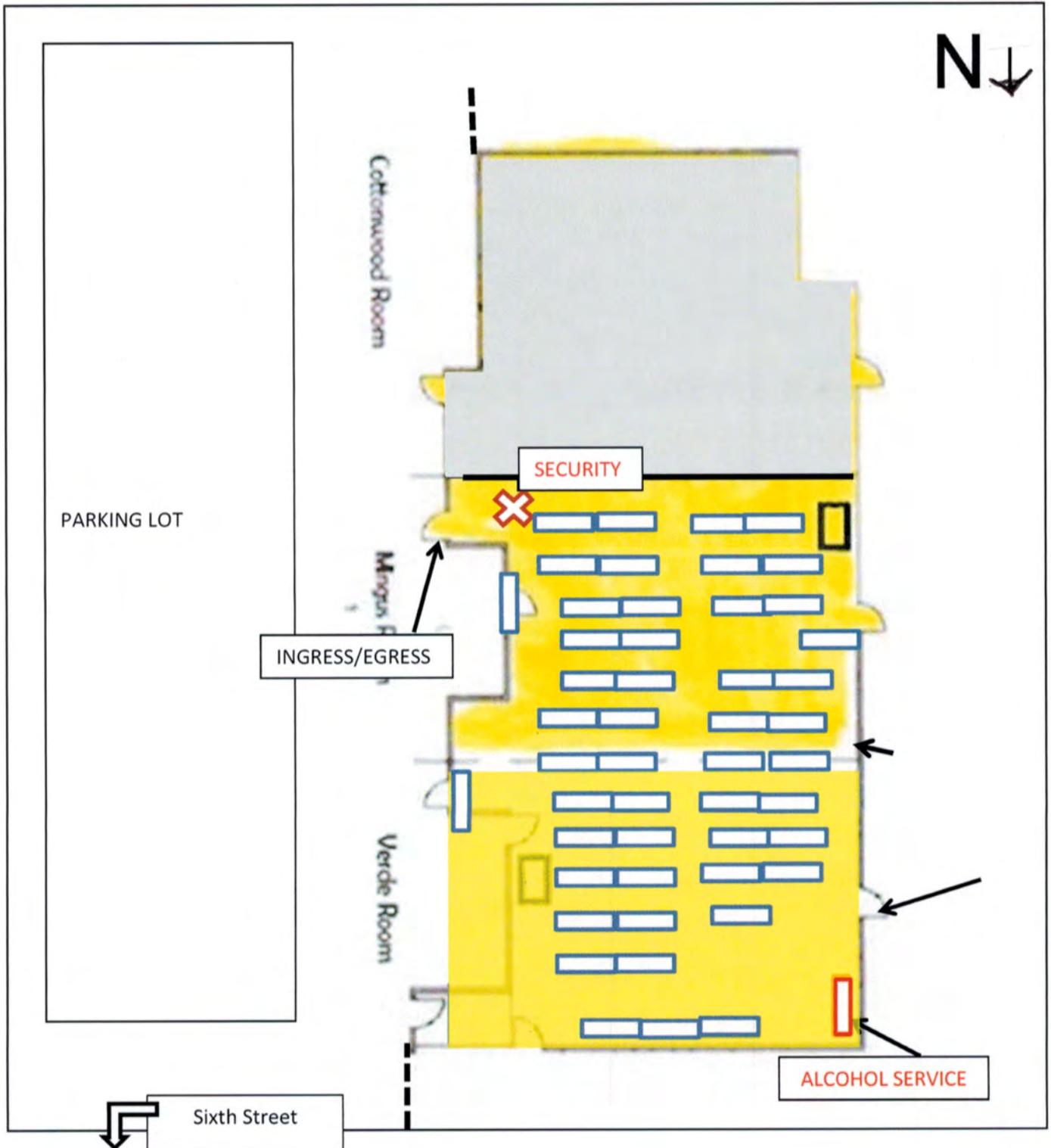
(ATTACH COPY OF AGREEMENT)

N/A ()
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Kyla N Allen declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

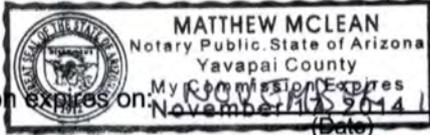
X *Kyla N Allen* BOD PRESIDENT 01-09-13 (928) 300-0299
 (Signature) (Title/Position) (Date) (Phone #)

State of

ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this

9TH JANUARY 2013
 Day Month Year



My Commission expires on: NOVEMBER 17, 2014
 (Date)

Matthew McLean
 (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

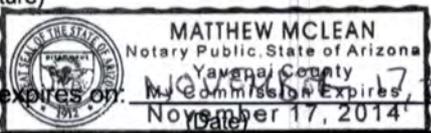
19. I, Kyla N Allen declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X *Kyla N Allen*
 (Signature)

State of ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this

9TH JANUARY 2013
 Day Month Year



My commission expires on: NOVEMBER 17, 2014
 (Date)

Matthew McLean
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: January 15, 2013

Subject:

**Appointment of Lynn Riordon as a Civil
Traffic Hearing Officer**

Department: Magistrate

From: Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION

Appoint Lynn Riordon as a Civil Traffic Hearing Officer

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to appoint Ms. Lynn Riordon as a Civil Traffic Hearing Officer for a term of [one, two or three] years."

BACKGROUND

Lynn Riordon is currently a clerk for the City of Cottonwood Municipal Court. She has been in her position since November, 2012 with several months as a volunteer/full-time clerk at this Court. Lynn also has prior courtroom clerk experience, and experience with civil traffic tickets. She has had extensive experience with traffic cases since she arrived here. She previously worked as a Superior Court Clerk and as a Judicial Assistant in Superior Court for many years and most recently spent the last few years as an administrative assistant for the Yavapai County Public Defender's Office. Additionally, she was a clerk for the City of Cottonwood Municipal Court from 1979-82. She attended and successfully completed the required Civil Traffic Hearing Officer training in October, 2012.

The use of civil traffic hearing officers under the supervision of the Presiding Magistrate is authorized by Arizona Revised Statutes §28-1553.B and City Code Section 2.36.020.

JUSTIFICATION/BENEFITS/ISSUES

The modern practice in Municipal Courts is to have staff members appointed to this position,

with no increase in pay. It allows for much greater customer service. When a person who receives a traffic ticket or parking ticket comes to the window, they often need to see a judge to have questions answered, to request extensions of time for driving school completion, to request modifications in payment plans, and for many other reasons. The court is also asking for another clerk to be appointed to the same position as well. This will allow for any person with a traffic or parking ticket to quickly meet a judicial officer with power to address their issue. If the Presiding Magistrate is in the middle of Pre-trial Conferences, arraignments, is presiding over a trial or is not at Court due to illness or vacation, defendants will be able to have their matter resolved without the need to come back another day. This is great not only for judicial economy, but provides greater customer service to the City's residents. Additionally, Ms. Riordon could handle trials on parking tickets or civil traffic hearings when the Presiding Magistrate is on vacation or is out with illness or doctors' appointments, etc. That would avoid the need to pay for a Judge Pro Tem (Associate Magistrate) on such occasions.

COST/FUNDING SOURCE

There will be no cost to the City of Cottonwood. Ms. Riordon would receive no increase in salary from her current salary. This would save the City money, as there will be less Judge Pro Tem (Associate Magistrate) costs on the occasions she presides over civil traffic hearings and parking violation hearings. The Judge Pro Tem cost is \$50/hour, so any time that Ms. Riordon presides over hearings the savings to the City is substantial. This is one of those situations where an appointment is a win-win for the City and the Court, with only cost savings to the City with no extra expense ever occurring. Ms. Riordon would remain in her position as clerk and would assist with the Hearing Officer duties when needed. She is in the front office of the Court so would have significant contact (as she does now) with those who come to the front window. The cost of her attending the training and certification was paid for out of the Judicial Court Enhancement Fund (Supreme Court Funds) and was not a cost to the City or its budget.

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> Resume_Riordan.doc	Resume	Cover Memo
<input type="checkbox"/> Certificate_Civil_Traffic_Hearing_Officer_Riordon.pdf	Hearing Officer Certification	Cover Memo

E. LYNN RIORDAN

Telephone:

Email Address: lriordan@courts.az.gov

Email Address: lriordan@gwestoffice.net

EXPERIENCE

Cottonwood Municipal Court 2012 - current
665 E. Mingus Avenue
Cottonwood, Arizona
Court Clerk

Public Defender's Office - Yavapai County 2004 - 2012
3505 W. Hwy 260
Camp Verde, Arizona 86322
Administrative Assistant

Arizona Superior Court - Yavapai County 1993 - 2002
3505 W. Hwy 260 120 S. Cortez Street
Camp Verde, Arizona Prescott, Arizona 86301
Superior Court Clerk II (1993 - 1995)
Judicial Administrative Assistant (1995 - 2002)

Arizona Industrial Coatings, Inc. 1986 - 1993
P. O. Box 702
Cottonwood, Arizona
Office / Business Management / Contracts Coordinator and Finance

Biddle Outdoor Center 1982 - 1986
1335 W. Hwy 89A
Sedona, Arizona
Office Management / Secretarial and Finance

City of Cottonwood 1979 - 1982
827 N. Main Street
Cottonwood, Arizona
Executive Secretary / Magistrate and Tribal Court Clerk

Marcus Lawrence Memorial Hospital 1977 - 1979
202 S. Willard
Cottonwood, Arizona
Purchasing / Data Processing

EDUCATION and LICENSES

Yavapai College	Clarkdale, Arizona	1990-1993
Mingus Union High School	Cottonwood, Arizona	1971-1975
Additional Education:	Utah State University – Logan, Utah	
	Justware/New Dawn Tech – Software Integration 2006-2010	
	Principals of Supervision (10 week course) 2008	
	Legal Ethics and Continuing Education (20 hours annually 1993 – 2012)	
	Civil Traffic Hearing Officer Training (20 hours) 2012	
Arizona Certified Legal Document Preparer License #80012		
Arizona Notary Public – Commission Expires March 31, 2015		
Arizona Registrar of Contractors License #109648 C-30 (Inactive)		

KNOWLEDGE

Criminal, civil, contractual, business, and labor laws	Legal, medical and business terminology
Office and business management	Construction and contracts management
Working knowledge of a variety of computer software	Public administration and elections

PERSONAL INFORMATION

Marital Status: Unmarried	Children: Two (adults)
-	Heath: Excellent

REFERENCES

Renee Braner, Chief Deputy Clerk Yavapai County Superior Court 120 S. Cortez Prescott, AZ 86303 (928) 777-3055	Elaine Vallely, Fiduciary P. O. Box 386 Cornville, AZ 86325 (928) 639-9558
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Arizona Supreme Court
Education Services Division
541E. Van Buren, Suite B4
Phoenix, Arizona 85004
(602) 452-3060

CERTIFICATE OF ATTENDANCE

THE UNDERSIGNED COURSE SPONSOR CERTIFIES THAT THE REGISTRANT INDICATED WAS IN ATTENDANCE AT THE COURSE DESCRIBED.

Sponsor: Education Services Division - Arizona Supreme Court

Course Title: **Civil Traffic Hearing Officer Training**

Course Location: Judicial Education Center

Course Date(s): **October 10-12, 2012**

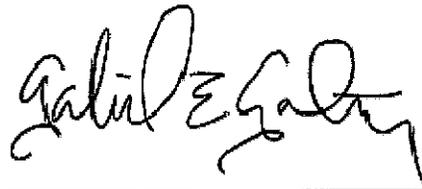
Total Credit Hours: **20 hours**

This course satisfies ACJA § 1-302 requirements for completion of:

Overview of the Arizona Court System
 Judicial Demeanor with Others

Ethics
 Working and Communicating Effectively with others

Dated this 12 day of October 2012



Program Manager
Education Programs Unit

CERTIFICATION OF PARTICIPANT

I, Erin Lynn Piper-Ristdan certify that I attended a total of 20 hours.
Jordan
(please print your name)

Dated this 12 day of October 2012

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	January 15, 2013
Subject:	Appointment of Ricci Vergara as a Civil Traffic Hearing Officer
Department:	Magistrate
From:	Hon. A. Douglas LaSota, Presiding Magistrate

REQUESTED ACTION

Appoint Ricci Vergara as a Civil Traffic Hearing Officer

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to appoint Ms. Ricci Vergara as a Civil Traffic Hearing Officer for a term of [one, two or three] years."

BACKGROUND

Ricci Vergara is currently a clerk for the City of Cottonwood Municipal Court. She has been in her position since June 2010. Ricci has prior courtroom clerk experience, and experience with civil traffic tickets. She has had extensive experience with traffic cases during the past 2 ½ years here. She attended and successfully completed the required Civil Traffic Hearing Officer training in October, 2012.

JUSTIFICATION/BENEFITS/ISSUES

The modern practice in Municipal Courts is to have staff members appointed to this position, with no increase in pay. It allows for much greater customer service. When a person who receives a traffic ticket or parking ticket comes to the window, they often need to see a judge to have questions answered, to request extensions of time for driving school completion, to request modifications in payment plans, and for various other reasons. The court is also asking for another clerk to be appointed to the same position as well. This will allow for any person with a traffic or parking ticket to quickly see a judicial officer with power to address their issue. If the Presiding Magistrate is in the middle of Pre-trial Conferences, arraignments, is presiding over a trial or is not at Court due to illness or vacation, defendants will be able to have their matter resolved without the need to come back another day. This is great not only for judicial economy, but also provides greater customer service to the City's

residents. Additionally, Ms. Vergara could conduct trials on parking tickets or civil traffic hearings when the Presiding Magistrate is on vacation or is out with illness or doctors' appointments, etc. That would avoid the need to pay for a Judge Pro Tem (Associate Magistrate) on such occasions.

The use of civil traffic hearing officers under the supervision of the Presiding Magistrate is authorized by Arizona Revised Statutes §28-1553.B and City Code Section 2.36.020.

COST/FUNDING SOURCE

There will be no cost to the City of Cottonwood. Ms. Vergara would receive no increase in salary from her current salary. This would save the City money, as there will be less Judge Pro Tem (Associate Magistrate) costs on the occasions she presides over civil traffic hearings and parking violation hearings. The Judge Pro Tem cost is \$50/hour, so any time that Ms. Vergara presides over hearings the savings to the City is substantial. This is one of those situations where an appointment is a win-win for the City and the Court, with only cost savings to the City and with no extra expense ever occurring. Ms. Vergara would remain in her position as clerk and would assist with the Hearing Officer duties when needed. She is in the front office of the Court so would have significant contact (as she does now) with those who come to the front window. The cost of her attending the training and certification was paid for out of the Judicial Court Enhancement Fund (Supreme Court Funds) and was not a cost to the City or its budget.

ATTACHMENTS:

Name:	Description:	Type:
☐ Resume Vergara.pdf	Resume Ricci Vergara	Cover Memo
☐ Vergara Hearing Officer Cert.pdf	Hearing Officer Certificate Vergara	Cover Memo

NITA C. RICCI VERGARA

ncrv@cableone.net; rvergara@courts.az.gov

EXPERIENCE

Cottonwood Municipal Court 2010 - Present
665 E Mingus Avenue
Cottonwood Arizona 86326
Court Clerk

Clarkdale Magistrate Court 2007 - 2010
49 N 9th Street
Clarkdale Arizona 86324
Court Clerk

Jerome Magistrate Court 2/2007 – 6/2007
600 Clark Street
Clarkdale Arizona 86324
Court Clerk

Country Bank 2005 - 2007
1645 E Cottonwood Street
Cottonwood Arizona 86326
Commercial Loan Processor

National Bank of Arizona 2003 - 2005
1 East State Route 89A
Cottonwood Arizona 86326
Commercial Loan Processor

Arizona Waste Water Service 1994 - 2003
PO Box 3890
Sedona Arizona
Residential/Commercial Contract Manager

KNOWLEDGE

Software compatible to each agency: Construction, Banking, Judicial Courts, Word, and Access. Knowledge of networking with Title Companies, Contractors, Vendors, State and County Regulatory Agencies. Office Management, Personal and Commercial Banking, Criminal and Civil Processing/Adjudication.

PERSONAL INFORMATION

Marital Status: Unmarried
Health: Excellent

Children: Two (adults)

REFERENCES

Judge Harry Cipriano
Camp Verde Municipal Court
Camp Verde, Arizona
(928) 567-6635

Sheila Mongini
Arizona Smile Designers
Cottonwood Arizona 86326
(928) 634-8610

Arizona Supreme Court
Education Services Division
541E. Van Buren, Suite B4
Phoenix, Arizona 85004
(602) 452-3060

CERTIFICATE OF ATTENDANCE

THE UNDERSIGNED COURSE SPONSOR CERTIFIES THAT THE REGISTRANT INDICATED WAS IN ATTENDANCE AT THE COURSE DESCRIBED.

Sponsor: Education Services Division - Arizona Supreme Court
Course Title: **Civil Traffic Hearing Officer Training**
Course Location: Judicial Education Center
Course Date(s): **October 10-12, 2012**

Total Credit Hours: **20 hours**

This course satisfies ACJA § 1-302 requirements for completion of:

Overview of the Arizona Court System
 Judicial Demeanor with Others

Ethics
 Working and Communicating Effectively with others

Dated this 12 day of October 2012



Program Manager
Education Programs Unit

CERTIFICATION OF PARTICIPANT

I, Rucci Vergara certify that I attended a total of 20 hours.
(please print your name)

Dated this 12 day of October 2012

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	January 15, 2013
Subject:	Yavapai College Reclaimed Water Agreement
Department:	Development Services
From:	Dan Lueder, Development Services General Manager

REQUESTED ACTION

Consider approval of an agreement with Yavapai College to provide reclaimed water for irrigation of their vineyards.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the agreement with Yavapai County Community College District to provide reclaimed water for irrigation.

BACKGROUND

With the advent of their viticulture program, Yavapai College is in need of a reliable, plentiful source of water for irrigation of the current vineyard and more importantly, the planned expansion of this program. The College approached the city regarding the feasibility of providing reclaimed water from our Mingus Avenue plant to use for irrigation and this agreement is the result of several months of fact finding and negotiations. The agreement calls for the city engineering staff to provide survey, design and construction administration services at no cost to the College however there is a clause which deems that the College will reimburse the city for "all reasonable costs incurred by the City for engineering and design work done as well as the City's costs of issuing and obtaining bids for the work."

The College will be responsible for taking the lead on obtaining any required easements and will also be responsible for maintenance of the line, once constructed, from the meter which will be on city property at the Mingus Avenue plant to the vineyards at the College. The College will also fund construction of the reclaimed line and be responsible for any pumping equipment on College property and for any additional treatment of the reclaimed water over and above what is required on the city ADEQ permit. The city will solicit bids from the three JOC Contractors currently under contract to the city to perform the reclaimed line construction.

The College has requested that the city agree to maintain the current cost for reclaimed for the College (\$0.92 per thousand gallons and a \$12.50 base charge which includes the first 1000

gallons of reclaimed water) for the ten (10) year initial term of this agreement. The College is also requesting that the city staff provide technical assistance should it be necessary for the College to investigate additional treatment of the reclaimed water to meet their vineyard requirements.

JUSTIFICATION/BENEFITS/ISSUES

Both the City and the College recognize the benefit to the environment of utilizing reclaimed water for outdoor irrigation purposes as an alternative to drawing on groundwater supplies for this purpose. This agreement is a great example of how cooperation between two parties can foster an agreement that will benefit our citizens and groundwater supply for years to come.

COST/FUNDING SOURCE

Engineering (Staff time)

ATTACHMENTS:

Name:	Description:	Type:
 Reclaimed water from Cottonwood - clean BK2 RV 12-14-12 - sbh_revs 12-17-12.doc	College reclaimed water agreement	Cover Memo

AGREEMENT BETWEEN
THE CITY OF COTTONWOOD, ARIZONA
AND
THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement (“Agreement”) is entered into this ___ day of January, 2013 by and between the City of Cottonwood, Arizona (“City”) and the Yavapai County Community College District (“College”).

RECITALS

- A. Cottonwood owns and operates a water and wastewater utility including reclaimed water storage and pumping systems.
- B. The College desires to utilize reclaimed water for irrigation of its vineyards and outdoor landscape plantings.
- C. Both the City and the College recognize the benefit to the environment of utilizing reclaimed water for outdoor irrigation purposes as an alternative to drawing on groundwater supplies for this purpose.
- D. The City and College have the authority to enter into this Agreement under A.R.S. §15-1444.B.4, §9-511.A, and §9-522.A.

AGREEMENT

1. **Term.** This Agreement will commence upon its signing and continue for an initial period of ten (10) years.

2. **Purpose.** The College has established a viticulture program and desires to use reclaimed water to irrigate its vineyards and other outdoor landscape plantings. The City desires to make such reclaimed water available to the College, under the terms and conditions set forth herein.

3. **City Responsibilities:**

The City will:

- Provide or arrange for the design of a reclaimed water distribution line from the Mingus Avenue wastewater treatment plant to the College

vineyard site generally located at the northwest corner of the Yavapai College, Verde Valley Campus off Haskell Springs Road (Yavapai APN 406-29-002K) and legally described in Exhibit A, including paying any fees and costs associated with this surveying, engineering and design work. The surveying, engineering and design process will commence immediately upon execution of this Agreement, and will be pursued diligently until completed.

- Assist the College in obtaining all necessary regulatory approvals for the line.
- Upon completion and approval of the design, plans and specifications, solicit bids for the construction of the line, and contract for and oversee completion of the work; provided, however, that the total cost to the College shall not exceed two hundred and thirty thousand dollars (\$230,000.00) without the express written consent of the College.
- Pay all costs and expenses of constructing that portion of the line that will be located on City-owned property, i.e., from the wastewater plant to the outside boundary of the plant property (the “City work”).
- Pay the selected contractor for all work other than City work with funds advanced by the College, and promptly return to the College all funds not expended on such work upon project completion.
- Transfer all right, title and interest in all portions of the non-City work to the College upon project completion. This will include an assignment of all assignable representations and warranties and any related rights regarding the construction and installation of the line, except such rights to be retained by the City regarding the City work. City also agrees to cooperate with College in enforcement of any assigned representations, warranties and related rights regarding the construction and installation of the line.
- Use its best efforts to supply at least 200 gallons of reclaimed water per minute to the College on an ongoing basis, or such lesser amounts as may be required to meet the College’s demand. In the event that the City is not able to provide a reliable flow of reclaimed water to the College for more than one day, the City will provide written (e-mail) and telephonic notice to the College facilities representative indicating

the estimated time and date that service will resume. The City will use its best efforts to ensure that any interruptions in the delivery of reclaimed water are minimized. If the downtime will exceed five (5) calendar days, then the City will cooperate with the College in obtaining other sources of irrigation water.

- Maintain and repair all reclaimed water production, storage, pumping and distribution facilities located on the grounds of the City's wastewater plant.
- Provide a reasonable and appropriate amount of technical assistance at no charge to the College as requested by the College throughout the term of this Agreement. Such assistance may include, but is not limited to, vineyard water quality issues.

4. **College Responsibilities:**

The College will:

- Provide and/or secure any and all easements required for the construction and perpetual maintenance of the reclaimed water line from the outside boundary of the City's wastewater treatment plant to the vineyard site. The College will not be required to exercise any form of condemnation power it may have to secure such easements.
- Pay the cost of any required permits and/or regulatory approvals.
- Deposit with the City a sum not to exceed two hundred and thirty thousand dollars (\$230,000.00) for the purpose of paying for construction of the reclaimed water line from the outside boundary of the City's wastewater treatment plant to the vineyard site. The actual sum to be deposited will be subject to mutual agreement by both parties once bids are received. The College reserves the right to terminate this agreement if the lowest responsive and responsible bid is higher than this sum and it is deemed by the College that it would not be in its best interests to proceed.
- Assume all responsibility and liability for maintenance and repair of the line from the outside boundary of the City's wastewater treatment plant to the vineyard site once the line is constructed, accepted and

placed into service.

- Fund construction of a secondary reclaimed water booster station on College property if additional pressure is required due to the elevation increase from where the reclaimed water line enters College property.
- Be responsible for conducting and paying for any additional treatment required to meet specific water quality parameters required by the viticulture program. The target water quality parameters are:
 1. SAR (sodium hazard) of less than 5.75
 2. Total dissolved salts of less than 300ppm
 3. Sodium levels below 195ppm
- If unforeseen circumstances prevent or seriously delay progress of this project, such as the College's inability to obtain needed easements, the College will reimburse all reasonable costs incurred by the City for engineering and design work done as well as the City's costs of issuing and obtaining bids for the work.

5. **Payment for Water.** During the initial term of this contract, the College shall pay the City a monthly base fee of \$12.50 (which shall also constitute payment for the first 1,000 gallons of reclaimed water), plus \$0.92 per 1,000 gallons of reclaimed water over 1,000 gallons delivered in that month. The City will provide the college with monthly invoices setting forth the amount of reclaimed water delivered in the prior month, along with such additional information as may be agreed upon by the parties, and the College shall promptly pay such invoices.

6. **Modification/Termination.** This Agreement may be modified only by mutual written consent of the parties. Either party may terminate this Agreement for any reason upon one hundred and eighty (180) days' written notice to the other party. Alternatively, this Agreement may be terminated on 30 days' written notice if a party breaches a material obligation, or for failure of an essential condition of this Agreement, such as the College's inability to secure a necessary easement.

7. **Renewal.** This Agreement will commence upon its signing and continue, unless sooner terminated in accordance with Section 6, for ten (10) years thereafter. Beginning one year before the expiration of this Agreement, the parties will commence good faith negotiations in all reasonable due

diligence to negotiate an extension to this Agreement with a pricing adjustment as describe in Section 8 below. City acknowledges that the College desires to know as far in advance of expiration of this Agreement as possible whether an extension can be agreed upon or whether College will need to seek vineyard irrigation from another source.

8. **Pricing.** Prices shall be firm for the initial term of the contract. As part of any negotiations for a contract extension, the College will negotiate in good faith with the City to reach a mutually acceptable price. The College may at its sole option accept any changes in pricing for such extension term or provide notice of cancellation of the Agreement. All price adjustments will be effective upon written acceptance by the College procurement representative through a written extension to this Agreement.

9. **Dispute Resolution.** Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

10. **Insurance and Indemnification.** Both parties shall procure and maintain throughout this Agreement policies of liability and other insurance in amounts as each currently has in place to insure the parties, their employees, agents, and contractors against any claim for injury or damages stemming from the parties' actions pursuant to this Agreement. To the extent permitted by Arizona law, each party shall indemnify the other against any and all liability, costs, claims, or demands arising out of the negligent or willful acts of that party, its agents, or employees pursuant to this Agreement.

11. **Non-Discrimination.** The parties shall comply with Executive Order 99-4 and all other applicable state and federal employment laws, rules, and regulations, mandating that all persons have equal access to employment opportunities, and that no person will be discriminated against on the basis of race, creed, color, religion, sex, national origin, or disability.

12. **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and all its subconsultants are in

compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Each Party acknowledges that a breach of this warranty by the warranting Party or any of its subconsultants is a material breach of this agreement subject to penalties up to and including termination of this agreement or any subcontract. Each Party retains the legal right to inspect the documents of any employee of the other Party or any subconsultant who works on this agreement to ensure compliance with this warranty.

A Party may conduct random verification of the employment records of the other Party and any of its subconsultants to ensure compliance with this warranty.

A Party will not consider the other Party or any of its subconsultants in material breach of the foregoing warranty if the warranting Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this section must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this agreement or any subcontract. As used in this Section, "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.

13. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

14. **Scrutinized Business Operations.** In accordance with A.R.S. § 35-391.06 and § 35-393.06, the parties hereby warrant that they do not have any scrutinized business operations in Sudan or Iran.

15. **Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statements of its terms. This Agreement terminates and supersedes all prior understandings and agreements, whether

written or oral, between the parties on the subject matter hereof.

16. **Interpretation.** This Agreement shall be interpreted in accordance with Arizona law. Should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Yavapai County, Arizona.

17. **Availability of Funds.** The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each party in each subsequent fiscal year. If sufficient funding is not made available to allow a party to continue meeting its contractual obligations under this Agreement, that party shall so notify the other party and either party may cancel this Agreement and have no further obligation to the other party. In the alternative, the parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

18. **Notices.** All notices, requests, demands, or other communication permitted or required to be given under this Agreement shall be in writing and shall be deemed given or made when sent by United States certified or registered mail, return receipt requested and postage prepaid, or by a nationally recognized overnight courier, delivery fee prepaid, and in either case to the persons and at the addresses specified below:

City: City of Cottonwood
Attn: City Manager
827 N. Main Street
Cottonwood, Arizona 86326

With a Copy To: Steven B. Horton
City Attorney
City of Cottonwood
827 N. Main Street
Cottonwood, Arizona 86326

College: Yavapai College
Attn: Director of Purchasing & Contracting
1100 E. Sheldon Street
Prescott, AZ 86301

With a Copy To: Brandon J. Kavanagh
 Mangum, Wall, Stoops & Warden, PLLC
 100 N. Elden Street
 Flagstaff, AZ 86001

19. **Assignment.** Neither party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other party.

20. **Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection or audit by the College, the City, or their agents during the term of this Agreement and for five (5) years after termination of this Agreement. Such records shall be produced at the offices of the party requesting them or such other reasonable location as is designated by the requesting party.

21. **No Third Party Beneficiary.** The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

22. **Employees.** Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other party, and the employing party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

23. **Waiver.** No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

24. **Authority.** Each person signing this Agreement warrants that they have the authority to sign on behalf the City or College, as applicable.

[Signatures on Following Page]

THIS AGREEMENT is entered into effective as of the date first set forth above.

City of Cottonwood

Yavapai County Community
College District

By: _____
Diane Joens, Mayor

By: _____
Phyllis Lewellen, Director of
Purchasing & Contracting

Approval as to Form Only:

Attorney for City of Cottonwood

Attorney for Yavapai County
Community College District

EXHIBIT A

LEGAL DESCRIPTION OF COLLEGE PROPERTY

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	January 15, 2013
Subject:	Special Event Liquor License Application for the Chamber of Commerce.
Department:	City Clerk
From:	Marianne Jimenez, City Clerk

REQUESTED ACTION

Consideration of recommendation of approval or denial of a Special Event Liquor License application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to recommend approval of the Special Event Liquor License Application submitted by Lana Tolleson, applicant for the Cottonwood Chamber of Commerce, for the business mixer scheduled for February 21, 2013, at the Old Town Center for the Arts."

BACKGROUND

Lana Tolleson has submitted a Special Event Liquor License Application on behalf of the Cottonwood Chamber of Commerce for their business mixer scheduled for February 21, 2013, at the Old Town Center for the Arts.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:

Description:

Type:

 [1-15-13 Chamber of Commerce.pdf](#)

Chamber of Commerce LL application

Backup Material

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Cottonwood Chamber of Commerce 100%
Percentage

Address 1010 S. Main Street, Cottonwood, AZ 86326

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

0 # Police Fencing
4 # Security personnel Barriers

Staff personal trained and aware of state liquor laws and will enforce. Security at front door and serving area. Event is being held at a place of business.

TIPS Concessions Trained: ID# 2689196 and ID# 2689200

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

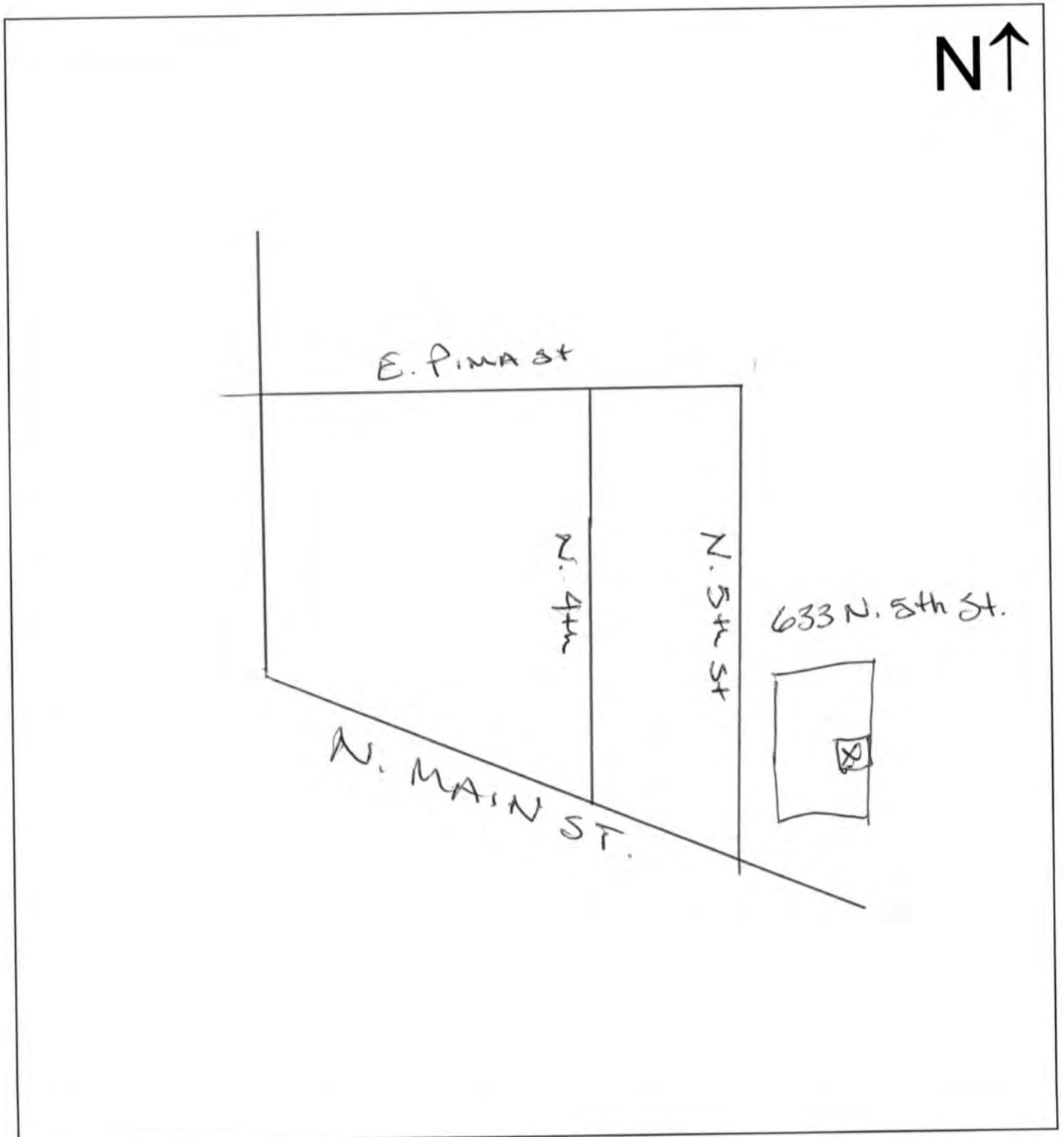
(ATTACH COPY OF AGREEMENT)

Name of Business ()
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Lana Tolleson declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Lana Tolleson President/CEO May 3, 2012 (928) 634-7593
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona Yavapai County of _____
 The foregoing instrument was acknowledged before me this
4th January 2013
 Day Month Year
 My Commission expires on: April 27, 2015 (Date)
Maryann K. Eggert (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Lana Tolleson declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Lana Tolleson State of Arizona County of Yavapai
 (Signature) The foregoing instrument was acknowledged before me this



4th January 2013
 Day Month Year
 My commission expires on: April 27, 2015 (Date)
Maryann K. Eggert (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____ (Signature of OFFICIAL) _____ (Date)
 (City, Town or County)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____
 _____ (Title) _____ (Date)

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: January 15, 2013
**Subject: Biosolids Hauling and Disposal
Contract Renewal**
Department:
From: Roger Biggs, Utility Department Administrative
Manager

REQUESTED ACTION

Consider approval of the first renewal of the Biosolids Hauling and Disposal Contract.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve the first annual renewal of the Biosolids Hauling and Disposal contract, with a three percent (3%) increase in compensation."

BACKGROUND

The Cottonwood City Council awarded the current contract for biosolids hauling and disposal on November 15th, 2011 as the result of a competitive bidding process. The contract called for an initial one year term followed by two additional one-year extensions at Council discretion. D & K Farming Enterprises LLC was awarded the contract for biosolids disposal. The bid received from D & K Farming Enterprises LLC was \$ 52.00 per ton for land application and \$55.00 per ton for landfill disposal. The contract stipulates that Council may approve an increase of up to 3% upon renewal. The 3% increase would increase costs by \$1.56 per ton (\$53.56) for land application and \$1.65 per ton (\$56.65) for landfill disposal.

JUSTIFICATION/BENEFITS/ISSUES

The City's Wastewater Treatment Plant is required by State and Federal regulations to dispose of its biosolids subsequent to it being de-watered through the centrifuge process. Disposal of biosolids is a complex process which must comply with numerous State and Federal regulations. Land Application is a preferred method of disposal of biosolids for the benefits it has on areas where it is applied. Landfill disposal has been used as an alternative in the past when land application is not available. Another alternative to land application/land fill of the biosolids would be to further process the sludge into compost, which could potentially be marketed for sale. To produce compost which meets the regulations for marketing would require an extensive and expensive retrofit of the existing wastewater treatment plant. That

coupled with an uncertain market for the processed compost does not make this a viable option

COST/FUNDING SOURCE

Wastewater Operations Fund

ATTACHMENTS:

Name:	Description:	Type:
 Cottonwood Contract Extention Letter.pdf	Contract extension letter	Backup Material

D&K Farming Enterprises, LLC

18107 W. Dunlap Road, Goodyear, AZ 85338

(623) 877-2638

December 4, 2012

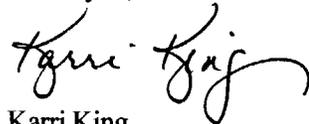
City of Cottonwood Utilities Department
Wastewater Division
1480 W. Minus Avenue
Cottonwood, AZ 85326

Re: Biosolids disposal contract

Dear Ms. Breitzkreutz,

D&K Farming Enterprises, LLC agrees to extend our contract with the initial terms and conditions with the City of Cottonwood for biosolids removal for an additional one-year term. Pursuant to the contract terms, we would like to request a 3% price increase to compensate us for the rising cost of fuel, labor and maintenance. Our fuel prices have increased by .26 cents per gallon from the initial contract term and our labor costs have increased to retain our current staffing levels. Our maintenance costs, due to an increase of petroleum based products, have increased by 15.5% in case of tires and we have been advised by our vendor that there will be another increase soon because there is a shortage of casings.

Thank you,



Karri King
Owner/Manager
D&K Farming Enterprises, LLC

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	January 15, 2013
Subject:	Airport Beacon Replacement
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider award of the removal and replacement of the rotating beacon and windsock.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the bid from Jackson Kinsi Constructors in the amount of \$19,602.53 for removal and replacement of the rotating beacon and windsock and accept their trade-in amount on the old beacon in the amount of \$5,200 for a net cost of \$14,402.53.

BACKGROUND

The Cottonwood Municipal Airport received a Grant from the Arizona Department of Transportation (ADOT) Aeronautics Division in the amount of \$18,859 in fiscal year 2012 to remove and replace the rotating beacon and windsock at the Cottonwood Airport. City staff developed a contract and scope of work and solicited bids for this project. The low bidder was Jackson Kinsi Constructors of Cottonwood.

The contractor feels confident in his bid price and is able to provide all necessary insurance and bonding. City staff recommends that Council approve the bid with Jackson Kinsi Constructors .

JUSTIFICATION/BENEFITS/ISSUES

The Contractor has provided the lowest bid and is prepared to meet all contract requirements.

COST/FUNDING SOURCE

ADOT Grant funded

ATTACHMENTS:

Name:	Description:	Type:
 Solicitation Tabulation Form.pdf	Bid Results	Cover Memo
 Jackson Kinsi Constructors.pdf	Jackson Kinsi Constructors Bid	Cover Memo
 ADOT AIRPORT GRANT LETTER001.pdf	ADOT Grant Agreement	Cover Memo

**REVISED EXHIBIT B
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: JACKSON KINSI CONSTRUCTORS

Contact Name: Bill Jackson

Principal Address: 818 S. MAIN

COTTONWOOD AZ 86326

Phone: 928-649-3051 Fax: 928-649-3059

E-Mail: JKCORP@CABLEONE.NET

Local Address: SANIZ

Type of Organization: CORP.

Tax ID #: 13 041360 R License #: ROC 170688

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): NONE

3. Disclosure of Debarment Information (§4.5.5 Disclosure): N-A

4. Project Bid: _____ dollars (\$ 19,602.93)

5. Trade-In Bid: _____ dollars (\$ 5,200.00)

6. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: CITY OF COTTONWOOD

Address: _____

Contact: RICHARD FAUST

Phone: 928-639-3200

Goods or services supplied and when provided: MULTIPLE PROJECTS @ RIVER FRONT PARK

B. Entity: CITY OF COTTONWOOD

Address: _____

Contact: RICK CONTRERAS



Phone: 928-634-2741

Goods or services supplied and when provided: ELECTRICAL REPAIRS @ OLD FIRE STATION ON MINOR

C. Entity: BEAVER CREEK RESERVE

Address: RIMROCK AZ

Contact: REG OWENS

Phone: 928-821-0880

Goods or services supplied and when provided: INSTALL AND SET UP OF PACKAGED SEWER TREATMENT PLANT

7. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
<u>1</u>	<u>12-17-12</u>
<u>2</u>	<u>12-21-12</u>

8. Other Information Requested: N-A

9. Intent to be Bound by Bid: WE Jackson
(Signature of Individual Authorized to Sign Bid)

W E JACKSON JR.
(Printed Name of Individual Authorized to Sign Bid)



EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013 - PM-10, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

WE [Signature]
Signature of Bidder

JACKSON KINSI CONSTRUCTORS
Company

12-28-12
Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

W E Jackson Jr

Printed Name: W B Jackson Jr.

Title: PRESIDENT

Date (month/day/year): 12-28-12

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

KNOW ALL MEN BY THESE PRESENTS THAT: JACKSON KINSI CORP DBA: JACKSON KINSI CONSTRUCTORS (hereinafter "Principal") as Principal, and WESTERN NATIONAL MUTUAL INSURANCE COMPANY (hereinafter "Surety"), a corporation organized and existing under the laws of the State of MINNESOTA, with its principal offices in the City of EDINA, 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 Town of Huachuca City (hereinafter "Obligee") in the sum of Ten Percent (10%) of the amount of the bid of the Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: NEW LANDFILL SCALE HOUSE BID NO. HC 0712

NOW, THEREFORE, if the Obligee shall accept 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 of Contract documents 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 Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains 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 4 day OCTOBER, 2012.

JACKSON KINSI CORP DBA:
JACKSON KINSI CONSTRUCTORS

By W.E. Jackson, Jr.
W.E. JACKSON, JR., PRESIDENT

Title:

WESTERN NATIONAL MUTUAL INSURANCE COMPANY

By Kelly S. Cathcart
(Attorney-in-Fact)
KELLY S. CATHCART, ATTORNEY IN FACT



Kelly S. Cathcart
KELLY S. CATHCART, Arizona Resident Agent Countersignature

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Kelly S. Cathcart ----- Kelly S. Cathcart PLLC

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of One Hundred Thousand and no/100----- (\$100,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the present, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 2 day of October, 2012.

Joseph Pingatore, Secretary



Daniel E. Stein, Vice-President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 2 day of October, 2012, personally came before me, **Daniel E. Stein** and **Joseph Pingatore** to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2016

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 4 day of October, 2012



Jennifer A. Young, Assistant Secretary

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Jackson Kinsi Corp.	
Business name/disregarded entity name, if different from above DBA: Jackson Kinsi Constructors	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) 818 S. Main Street	Requester's name and address (optional)
City, state, and ZIP code Cottonwood, Az 86326	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
Employer identification number										
8	6		-	0	9	8	3	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>April Jackson</i>	Date ▶ <i>4/1/2012</i>
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF: ARIZ)
) ss
CITY OF: YAVAPAI)

JACKSON KINGSI CONSTRUCTORS W/E JACKSON JR.
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is PRESIDENT of JACKSON KINGSI CONSTRUCTORS
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

CITY OF COTTONWOOD
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Removal and Replacement of Rotating Beacon and Windsock

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: W/E Jackson
(Signature of Individual/Representative)

STATE OF: ARIZ)
) ss.
COUNTY OF: YAVAPAI)

On this the 28 day of Dec, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared W.E. JACKSON, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Diana S. Serafini
NOTARY PUBLIC

My Commission Expires: 1-1-2015

SEAL



JKC
42



Arizona Department of Transportation
Multimodal Planning Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

November 7, 2011

Scott Omer
Division Director

The Honorable Diane Joens
City of Cottonwood
827 N. Main Street
Cottonwood, Arizona 86326

Re: Airport Development Reimbursable Grant Agreement
Cottonwood Airport
ADOT Grant Number E2S95

Dear Mayor Joens:

Congratulations! On October 21, 2011, the State Transportation Board approved funding for \$18,859 in Fiscal Year 2012 to: *Remove and replace rotating beacon and wind cone including related electrical work.*

Your continued strong support of the Cottonwood Airport and its needed development will greatly benefit the community. It is vitally important to ensure the continued viability of the airport by protecting its surrounding environment with appropriate zoning regulations for compatible land uses. This is the greatest threat to airports in Arizona, which will restrict growth for the demand and limits airport operations. With proper planning and prudent land use decisions, your airport should be able to accommodate your community aviation and business needs in the future.

Competition for airport funding is intense and funding availability is limited. Under a separate cover, the grant documents will be sent directly to Tim Costello. Therefore, we request the City of Cottonwood approve and sign the grant documents and return them to the Arizona Department of Transportation promptly.

If you have any questions, please feel free to call me or Nancy Wiley at (602) 712-8173.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph S. Omer".

Joseph S. Omer

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: January 15, 2013
Subject: City Street Sweeping Contract
Department:
From: Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider award of the City street sweeping contract.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the contract with Offsite Sweeping LLC in the amount of \$14,486.40 for annual street sweeping services and \$160 per hour for emergency and/or heavy debris street sweeping services.

BACKGROUND

In an effort to save costs and avoid having to procure an expensive and maintenance intensive new street sweeper, the city budgeted funds in fiscal year 2012-13 to contract out routine and emergency street sweeping to an outside contractor. City staff developed a street sweeping bid packet and advertised a request for bids in November of 2012. The results of the bid are shown below.

	Annual	Emergency hourly rate	Heavy Sweep Rate
Offsite Sweeping LLC	\$14,486.40	\$160	\$160
Tryton Sweeping	\$38,932.20	\$196	\$98
C and S	\$42,252.00	\$350	\$95

Staff checked the references listed by the Contractor with the lowest bid which include The State of Arizona and the City of Chandler. The Contractor has extensive experience providing sweeping services for both governmental and private entities however, the contractors experience actually sweeping city streets is limited. Although the contractor's experience in this area is limited, they have indicated they understand the requirements of the contract and will provide the services the City requires.

JUSTIFICATION/BENEFITS/ISSUES

The Contractor has provided the lowest bid pricing and is prepared to meet all contract requirements.

COST/FUNDING SOURCE

HURF

ATTACHMENTS:

Name:	Description:	Type:
☐ Invitation for Bids, FINAL, 10-30-12.doc	Invitation for Bids	Cover Memo
☐ Addendum Two - Street Sweeping Services, 12-10-12.pdf	addendum 2	Cover Memo
☐ Bid Results, 12-13-12.pdf	Bid Results	Cover Memo
☐ Offsite Sweeping.pdf	Bid Results, Offsite	Cover Memo
☐ C and S Sweeping.pdf	Bid Results, C and S	Cover Memo
☐ Tryton Enterprises.pdf	Bid Results, Tryton Ent	Cover Memo



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:

COMMODITY/SERVICE SOUGHT:

SOLICITATION INVITATION NO.:

BID DUE DATE AND TIME:

LOCATION:

INVITATION FOR BIDS

Street Sweeping Services

2013-PW-02

Thursday, December 6, 2012 at 2:30 pm local Arizona time

City of Cottonwood

Administrative Services Department

Purchasing Division

816 N. Main Street

Cottonwood, Arizona 86326

Note: There will be a Pre-Bid Conference at the Development Services Conference Room, 111 North Main Street, Cottonwood, Arizona, on Wednesday, November 14, 2012 at 10:00 am local Arizona time.

The City of Cottonwood is soliciting proposals from Independent Contractors for Street Sweeping Services on a monthly basis and otherwise on an "as-needed" basis.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714 or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

Sealed bids for the commodity or service specified will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, AZ 86326, until the time and date cited above. Bids received by the correct time and date will be opened publicly and the prices shall be read aloud at the Purchasing Division Office.

Bids must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals **will not** be considered under any circumstances.

Bids must be submitted in a sealed envelope with the solicitation invitation number and the Bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten. Additional instructions for preparing your bid are provided in the Information and Instructions to Bidders.

Publish Date: Verde Independent – Sunday, November 4, 2012 and Sunday, November 11, 2012

PUBLISHERS AFFIDAVIT REQUIRED

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BIDDER'S CHECK LIST

- 1. The bid has been signed in the Bid Section (Exhibit C). Bids not signed in this section will **not** be considered.
- 2. The bid prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bid Section 4.5).
- 5. Any addendums have been included/noted on Bid Section.
- 6. Certificate of Insurability (Exhibit D) has been signed and included with bid.
- 7. Contractor Immigration Warranty (Exhibit E) has been signed and included with bid.
- 8. Disclosure of Responsibility Statement (Exhibit F) has been signed and included with bid.
- 9. Non-Collusion Affidavit (Exhibit G) has been signed and included with bid.
- 10. Form W-9 (available on www.irs.gov) has been completed and included with bid.
- 11. Bid package/envelope has been identified with bid number and title.
- 12. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

- 13. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. INVITATION FOR BID (IFB)

This solicitation is an Invitation for Bid for Street Sweeping Services on a monthly basis and otherwise on an “as-needed” basis.

2. GENERAL INFORMATION

- 2.1. Bids must be received by the City of Cottonwood, Purchasing Division Office, 816 N. Main Street, Cottonwood, Arizona 86326, on or before 2:30 pm local Arizona time, on Thursday, December 6, 2012. **Late bids will not be accepted.**
- 2.2. **Late Bids.** Late submittals and/or unsigned bids will not be considered under any circumstances. Envelopes containing bids with insufficient postage will not be accepted by the City. It is the sole responsibility of the Bidder to see that his/her bid is delivered and received by the proper time and at the proper place.
- 2.3. **Pre-Bid Conference.** A Pre-Bid Conference has been scheduled for **Wednesday, November 11, 2012 at 10:00 am local Arizona time** at the City of Cottonwood (City) Development Services Conference Room, 111 N. Main Street, Cottonwood, AZ. Bidders should raise any questions about the IFB at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the IFB will be responded to by City through a written Solicitation Addendum. Should you be unable to attend the meeting, please contact the Purchasing Manager listed on page one, preferably before the conference with any questions.
- 2.4. **Sealed Envelope or Package.** Each bid shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as a bid and be marked with name of the Bidder and solicitation number. City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 2.5. **Bid Amendment or Withdrawal.** A bid may be withdrawn anytime before the bid due date and time. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided by applicable law.
- 2.6. **Bid Opening.** Bids shall be opened and prices shall be read on the date and time, and the place designated on the Notice page of this document, unless amended in writing by the Purchasing Manager issuing the IFB. Bids, modifications and all other information received in response to the IFB shall be shown only to authorized City personnel having a legitimate interest in the evaluation.
- 2.7. **Public Record.** All bids submitted in response to this IFB and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council meeting or award by the appropriate approving authority or otherwise provided by law.
- 2.8. **Cost of Bid Preparation.** City will not reimburse any Bidder the cost of responding to this IFB.
- 2.9. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.10. **Bid Acceptance Period.** All bids shall remain open for sixty (60) days after the day of the opening of bids, but City may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his bid during this period without written permission from the City.

- 2.11. Term of Contract.** The initial term of this Contract shall be two (2) years following approval by the City Council.

The City of Cottonwood may extend this Contract for up to two (2) additional, one (1) year periods, upon the recommendation of the Development Services Operations Manager and at the sole discretion of the Cottonwood City Council.

If the City exercises its option to renew the Contract for an additional term, the successful Bidder's compensation may be increased by up to three percent (3%) for the new term if the successful Bidder demonstrates, to the City's satisfaction, that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).

- 2.12. Vendor Registration.** Vendors (Bidders) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.

- 2.13. Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted Contractor, the 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.

- 2.14.** The Bidder understands that the Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption due to the nature of the item, Bidder shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

3. DESCRIPTION OF GOODS OR SERVICES BEING PROCURED

- 3.1.** The City of Cottonwood Public Works Department is soliciting bids from Independent Contractors for Street Sweeping Services to power sweep streets within its jurisdiction that have curb and gutter on a monthly basis and otherwise on an "as-needed" basis.
- 3.2.** Please see the attached Contract for detailed Specifications/Scope of Work and a description of the procurement.

4. BID PREPARATION

- 4.1. Format.** Bidders shall submit their **original unbound bid** either on the forms provided in this solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. **SUBMITTALS SHOULD BE BOUND BY STAPLE OR BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. No Facsimile or Electronic Mail Bids.** Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail bid shall be rejected.
- 4.3. Typed or Ink Corrections.** The bid shall be typed or in ink. Erasures, interlineations or other modifications in the bid shall be initialed in ink by the person signing the bid.

- 4.4. No Modifications.** Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.
- 4.5. Bid Section.** The Bid Section (Exhibit C) shall contain all of the following information:
- 4.5.1** Brief description of the Bidder, including legal organization. Include name, address, phone, fax, e-mail and location of the firm's principle and local office.
- 4.5.2 Tax ID Number.** Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification Number in the space provided in the Bid Section.
- 4.5.3 Licenses.** Please list all applicable licenses and numbers.
- 4.5.4 Exceptions to IFB.** Any exceptions to the specifications or form of Contract must be included with the bid and submitted in the 'Exceptions to IFB' area in the Bid Section or equivalent in which the Bidder clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed form of Contract is included as a part of this IFB. The bid must include a statement that the Bidder has reviewed the specifications and Contract and lists any objections to them. Any objections to specifications or the form of Contract will be considered and included in City's evaluation of the bid. If Bidder fails to list any objections to the specifications or form of Contract, Bidder will not be allowed to raise any objections later if selected for award. A bid that takes exception to a material requirement of any part of the IFB, specifications or form of Contract, shall be rejected as non-responsive.
- 4.5.5 Disclosure.** If the firm, business or person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the bid. The Bidder shall include a letter with its bid setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 4.5.6 Prices.** Prices shall be listed in the Bid Section and shall include all insurance, warranty costs, and any other applicable costs.
- 4.5.7 Taxes.** Bidder must list all applicable taxes separately in the areas provided in the Bid Section.
- 4.5.8 Prompt Payment Terms.** Bidder must indicate prompt payment terms in the areas provided in the Bid Section.
- 4.5.9 Payment.** Bidders may agree to accept the City Procurement Card (Mastercard) for payment. It is requested that each Bidder indicate on the Bid Section of this IFB, their willingness to accept City Procurement Card (Mastercard) payments. The inability to accept payment by City Procurement Card (Mastercard) will not disqualify a Bidders response.

Bidders may also agree to accept other traditional payment methods, including Automated Clearinghouse (ACH). Payment terms for traditional payment methods are net 30 upon receipt of an accurate invoice, although the Bidder may offer additional discounts for early payment within this IFB.

4.5.10 References. Bidder shall list, in the Bid Section, at least three references of other governmental agencies to which Bidder has supplied similar goods or services, including names, addresses and telephone numbers.

4.5.11 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the bid on the bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the bid.

4.5.12 Evidence of Intent to be Bound. The Bid Section within the IFB shall be submitted with the bid and shall include a signature by a person authorized to sign the bid. The signature shall signify the Bidder's intent to be bound by its bid and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the bid.

4.6. Financial Statement. Bidder shall furnish, upon request, two (2) copies of the Bidder's most recent financial statement and/or other evidence of his qualifications as may be requested by City. If a Bidder fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Bidder's entire bid. A financial statement must be notarized by a Notary Public licensed in the Applicant's state of business.

4.7. Insurance. The Bidder shall submit the enclosed Certificate of Insurability (Exhibit D) with their bid to the City.

The successful Bidder shall agree to carry all insurance which may be required by Federal and State laws, County and City ordinances, regulations and codes in the amounts specified below and shall keep such insurance coverage in force throughout the life of the Contract.

Minimum Requirements

Worker's Compensation	Statutory Requirements
Unemployment Insurance	Statutory Requirements
General Liability	\$2,000,000 per Occurrence
Products/Completed Operations	\$1,000,000 per Occurrence
Automobile Liability	\$1,000,000 per Occurrence
Employer's Liability	\$500,000 per Occurrence

Liability policy shall include coverage for:

1. Liability assumed in agreements in effect in connection with insured's operations.
2. All owned, hired, or non-owned automotive and truck equipment used in connection with the insured's operations.

The successful Bidder must furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City. Said policy shall contain a severability of interests provision.

The successful Bidder's insurance is primary as to any claims resulting from the Contract.

These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage on any policy. Neither the successful Bidder nor any subcontractor shall commence work under a Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the successful Bidder's risk until final acceptance by the City.

The City shall have no responsibility or liability for such insurance coverage.

- 4.8. Indemnification.** To the fullest extent permitted by law, the successful Bidder shall defend, indemnify and hold harmless the City, 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 the successful Bidder's work or services. The successful Bidder's duty to defend, hold harmless and indemnify the City, 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 the successful Bidder, anyone directly or indirectly employed by them or anyone for whose acts the successful Bidder may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City.
- 4.9. Contractor Immigration Warranty.** The Bidder shall submit the enclosed Contractor Immigration Warranty (Exhibit E) with their bid to the City.
- 4.10. Compliance with Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.
- 4.11. Disclosure of Responsibility Statement.** The Bidder shall submit the enclosed Disclosure of Responsibility Statement (Exhibit F) with its bid.
- 4.12. Non-Collusion Affidavit.** The Bidder shall submit the enclosed Non-Collusion Affidavit (Exhibit G) certifying that the Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid.
- 4.13. IRS Form W-9.** The Bidder shall submit a completed Form W-9 (available on the IRS website at www.irs.gov) with its bid.
- 4.14. Non-Discrimination.** By signing and submitting the bid, Bidder certifies that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

- 4.15. **Iran and Sudan.** By signing and submitting the bid, the Bidder certifies that pursuant to A.R.S. § 35.391.06 and § 35-393.06, contractor does not have a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Iran or Sudan.
- 4.16. **Business Registration.** The successful Bidder shall obtain a City of Cottonwood Business Registration prior to beginning work under the Contract. The Business Registration must remain current throughout the term of the Contract.

5. INQUIRIES

- 5.1. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire IFB, seek clarification (inquiries), and examine its bid for accuracy before submitting the bid. Lack of care in preparing a bid shall not be grounds for modifying or withdrawing the bid after the bid due date and time, nor shall it give rise to any Contract claim.
- 5.2. **Contact Person.** Any inquiry related to the IFB, including any requests for or inquiries regarding standards referenced in the IFB should be directed solely to the Purchasing Manager listed on the cover page of the IFB. The Bidder shall not contact or direct inquiries concerning this IFB to any other City employee unless the IFB specifically identifies a person other than the Purchasing Manager as a contact.
- 5.3. **Submission of Inquiries.** All inquiries except those at the Pre-Bid Conference shall be submitted in writing or email and shall refer to the appropriate Solicitation Number, page and paragraph. Do not place the Solicitation Number on the outside of the envelope containing that inquiry, since it may then be identified as a bid and not be opened until after the bid due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.
- 5.4. **Timeliness.** Any inquiry or exception to the IFB shall be submitted as soon as possible and should be submitted no later than seventy-two (72) business hours before the bid due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 5.5. **No Right to Rely on Verbal Responses.** A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the IFB.

6. EVALUATION

- 6.1. **Disqualification.** A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its bid rejected.
- 6.2. **Clarifications.** City reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the bid and does not give Bidder an opportunity to revise or modify its bid.
- 6.3. **Waiver and Rejection Rights.** City reserves the right to reject any or all bids or to cancel the solicitation altogether, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of the respective bids received.
- 6.4. **Taxes.** All applicable taxes stated in the bid shall not be considered by the City when determining the lowest bid or evaluating proposals.
- 6.5. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

7. AWARD

- 7.1. **Lowest Bid.** If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Section 6 above.
- 7.2. **Single Award Contract.** This is an all or nothing bid. All items within this IFB have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this IFB, the Bidder is required to provide prices on all items within this IFB. Failure to provide pricing for any item within the IFB shall result in the bid being declared non-responsive.
- 7.3. **Execution of Contract.** Within ten (10) days of notice that Bidder is the apparent awardee, Bidder shall execute and return the original Contract to the Purchasing Manager.

8. PROTESTS

8.1. A protest must be in writing and be filed with the Purchasing Office. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed before the City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

- The name, address and telephone number of the protester.
- The signature of the protester or its representative.
- Identification of the project and the Solicitation or Contract Number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Bidders and welcomes any comments you may have. Please submit your comments to: City of Cottonwood, Purchasing Manager, 816 N. Main Street, Cottonwood, AZ 86326.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this, _____ day of _____, 20____ by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and _____, an independent contractor, organized and existing under and by virtue of the laws of the State of _____, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - RECITALS

- A. The OWNER maintains streets within their corporate boundaries (hereafter the “Streets”); and
- B. The OWNER requires the services of an independent contractor to power sweep the Streets (hereinafter the “Services”); and
- C. The CONTRACTOR submitted the successful proposal to provide the Services; and
- D. The OWNER wishes to contract with the CONTRACTOR in order to acquire the Services.

ARTICLE II - SCOPE OF WORK

The CONTRACTOR shall furnish the services and deliverables as specified in the Specifications/Scope of Work (Exhibit A) attached hereto and made a part of this Contract, to the City of Cottonwood Development Services Department, attention Development Services Operations Manager, 111 N Main Street, Cottonwood, AZ 86326.

ARTICLE III - CONTRACT TERM

- A. **Term of Contract.** The initial term of this Contract shall be two (2) years (24 months) following approval by the City Council.

The City of Cottonwood may extend this Contract for up to two (2) additional, one (1) year periods, upon the recommendation of the Development Services Operations Manager and at the sole discretion of the Cottonwood City Council. The Independent Contractor shall be notified in writing by the Contract Administrator of the City of Cottonwood’s intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.
- B. If the City exercises its option to renew the Contract for an additional term, the successful Independent Contractor’s compensation may be increased by up to three percent (3%) for the new term if the Independent Contractor demonstrates, to the City’s satisfaction, that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- C. **Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted 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.

ARTICLE IV - CONTRACT ADMINISTRATOR

- A.** To provide the professional services required by this Contract, CONTRACTOR shall act under the authority and approval of the Development Services Operations Manager or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel reports and special requests through the Contract Administrator.
- B.** The OWNER reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the OWNER'S project by the firm during the term of this Contract.

ARTICLE V - RECORDS

- A.** CONTRACTOR shall submit all reports and invoices specified in the Specifications/Scope of Work (Exhibit A) of this Contract.
- B.** CONTRACTOR shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract and for such period as is required by any other paragraph of this Contract including the following:
 - 1.** If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 - 2.** Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract or to costs and expenses of this Contract to which exception has been taken by the OWNER shall be retained by the CONTRACTOR until such appeals, litigations, claims or exceptions have been finally resolved.
 - 3.** If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

- A.** CONTRACTOR shall indemnify, defend, save and hold harmless OWNER and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to real, tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, Unemployment compensation claims, or Unemployment Disability Compensation claims or arising out of the failure of CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. CONTRACTOR shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, and hereby waives all rights of subrogation against OWNER, its officers, officials, agents and employees for losses arising from any services provided to OWNER. CONTRACTOR'S obligations under this paragraph shall not extend to any liability caused solely by the negligence of OWNER or its employees.
- B.** CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the solicitation package:
 - B.1.** Comprehensive general liability insurance with a minimum combined single limit of two million

dollars (\$2,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.

- B.2.** Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of the Contract.
 - B.3.** Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.
 - B.4.** Employer's Liability insurance with a minimum single limit of not less than five hundred thousand dollars (\$500,000) per occurrence.
 - B.5.** Worker's Compensation (statutory limits).
 - B.6.** Unemployment Insurance (statutory limits).
- C.** Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D.** The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured and waive subrogation against the City. The policy shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision. Proof of insurance is required at the time of execution of the Contract. Neither the CONTRACTOR nor any subcontractor shall commence work under a Contract until the OWNER has approved the insurance.
- E.** The insurer shall agree to waive all rights of subrogation against the OWNER, its officers, agents, employees and volunteers for losses arising from work performed by the CONTRACTOR for the OWNER.
- F.** Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within ten (10) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the Certificate of Insurance, drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ARTICLE VII - CANCELLATION OF AGREEMENT

- A.** Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.
- B.** Throughout its term, this Agreement may be cancelled by either party at the end of fifteen (15) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of

cancellation.

- C. **Waiver.** The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

ARTICLE VIII - NON-DISCRIMINATION

- A. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.
- B. CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.
- C. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.
- D. CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX - NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party’s address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: _____	City of Cottonwood
c/o _____	c/o <u>Development Services Operations Mgr</u>
_____	_____ 111 N Main Street
_____	_____ Cottonwood, AZ 86326

ARTICLE X - CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE XI – OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the OWNER is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood (OWNER), CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S.§23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

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

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

ARTICLE XII – DECLARATION BY CONTRACTOR

CONTRACTOR declares that CONTRACTOR has complied with all federal, state and local laws regarding business permits, certifications and licenses that may be required to carry out the Services to be performed under this Contract.

CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, all applicable taxes.

ARTICLE XIII – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR shall operate as an independent contractor and not as an officer, agent, servant, or employee of the OWNER. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, CONTRACTOR is responsible for providing all workers compensation insurance required by law.

CONTRACTOR has no authority to enter into contracts or agreements on behalf of OWNER. This Contract does not create a partnership between the parties.

ARTICLE XIX - SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE XX - PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as proposed in the Bid Section. The Bid Section is attached hereto as Exhibit C. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice.

ARTICLE XXI - ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

ARTICLE XXII – AMENDMENT AND ENTIRETY OF CONTRACT

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

Contractor

City of Cottonwood

Company Name

Diane Joens, Mayor

Date

Signature

Date

Attest:

Printed Name

Marianne Jimenez', City Clerk

Title

Approved as to form:

Steve Horton, City Attorney

EXHIBIT A SPECIFICATIONS / SCOPE OF WORK

- A. The City of Cottonwood (hereinafter City) is seeking bids from independent contractors for Street Sweeping Services to power sweep streets within its jurisdiction that have curb and gutter on a monthly basis and otherwise on an 'as-needed' basis.
- B. There are approximately twenty and four tenths (20.4) miles of street with curb and gutter for an estimated total of sixty-one and two tenths (61.2) lane miles of streets to be swept. Areas to be swept shall include all paved areas between curbs or edge of pavement, including multiple lanes on collector streets. The bid unit is per lane mile and an hourly rate for emergency call out.
- C. The Contractor shall be required to provide a list of all streets that have been swept within two (2) business days of sweeping for the City to inspect. The list of streets swept and the date and times of the sweeping shall also be included with all invoices from the Contractor. The streets must be cleaned of normal debris (ie: sand, glass, salt, cinders, paper, cans, leaves, sticks, dirt, etc.) for approval, however, if it is necessary to go around any parked cars or other obstacles that prevent cleaning to the curb, the Contractor will not be required to re-sweep the area under this Contract. Any areas that are not swept to the satisfaction of the Contract Representative shall be re-swept prior to a payment being made. Areas that require re-sweeping due to poor workmanship or equipment failure shall be re-swept at the Contractor's expense. The Contractor shall not begin work at any time without prior written permission from the contract administrator. The City of Cottonwood reserves the right to cancel any routine sweeping for any reason.
- D. All equipment used by the Contractor shall meet or exceed all requirements of the Arizona Department of Environmental Quality (ADEQ) and the Occupational Safety and Health Administration (OSHA). All equipment shall be registered and insured in accordance with the State of Arizona motor vehicle laws.
- E. The bid amount shall include all costs, including transport, sweeping, cleaning, water and all taxes (including sales taxes) required to provide this service.
- F. The City will provide a location to dump the swept material within five (5) miles of the work.
- G. Water **must** be transported by the Contractor and only non-potable water may be used for sweeping purposes. Any utilization of a fire hydrant or other potable water source within the City's service area to fill the power sweeper will be considered a material breach of this Agreement for which the City may immediately terminate this Agreement.
- H. The monthly sweeping shall take place between the hours of 9:00 PM and 5:00 AM on dates as mutually agreed upon by the City and the Contractor. When a public nuisance or hazard is determined by City staff and deemed an emergency condition, the Contractor is to be on site to begin sweeping within two (2) hours of being notified and shall complete the emergency sweeping before leaving the City.

**EXHIBIT C
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Local Address: _____

Type of Organization: _____

Tax ID #: _____ License #: _____

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): _____

3. Disclosure of Debarment Information (§4.5.5 Disclosure): _____

4. Prices:

A. Unit Price: \$ _____ / lane mile*

*This price shall be used for additional non-emergency sweeping of streets not shown on the attached Street Sweeping Map.

Monthly Sweeping: \$ _____ (unit price X 61.2 lane miles)**

**This price shall be used for additional non-emergency sweeping ordered by City staff should sweeping be required more than once a month.

Annual Quote: \$ _____ (monthly quote X 12 months)

Emergency Call Out Rate: \$ _____ / hour***

***Minimum two (2) hour call out. Travel shall NOT be included in billable hours.

B. Prompt Payment Terms: _____

C. Tax Percentage: _____

D. Will you accept a City Procurement Card (MasterCard) for payment of invoices? _____

E. Will you accept Automated Clearinghouse (ACH) for payment of invoices? _____

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: _____
Address: _____
Contact: _____
Phone: _____
Goods or services supplied and when provided: _____

B. Entity: _____
Address: _____
Contact: _____
Phone: _____
Goods or services supplied and when provided: _____

C. Entity: _____
Address: _____
Contact: _____
Phone: _____
Goods or services supplied and when provided: _____

6. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

7. Intent to be Bound by Bid: _____
(Signature of Individual Authorized to Sign Bid)

(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT D
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. _____, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Signature of Bidder

Company

Date

EXHIBIT E
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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. The Contractor shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

City of Cottonwood Street Sweeping Services 2013-PW-02

Addendum Two
December 10, 2012

1. Question: Please include a list of the street names and lane miles by street that are to be included in the Street Sweeping Services.

Answer: A table of the streets that are to be swept is below. A Revised Exhibit B: Bid Section is attached. Use this Revised Bid Section when submitting a bid.

Street	From	To	# of lanes	Lane miles
Mingus	Mesquite Hills Dr	18th Street	3	7.9
Mingus Ext	East City limits	West City Limits	2	2.2
89A and Main	Mt Mingus Dr	N. line of Grey Fox subdivision	3	10.9
89A	Main Street	Groseta Ranch Rd	3	7.6
Fir	SR 260	Monte Tesoro	2	3.3
Willard	Fir Street	Main Street	2	4.0
6th	Fir Street	Mingus Ave	2	3.0
12th	Fir Street	Mingus Ave	2	3.0
Cove and Cottonwood St	SR89A	SR89A	2	1.7
SR 260	Godard Rd	SR89A	3	4.4
10th	Main Street	Verde River Bridge	2	1.2
Aspen	6th Street	Main Street	1	0.7
Mickelsen	Mingus Avenue	6th Street	2	0.5
TOTAL				50.3

2. Question: Where does the sweeping stop on Highway 260?

Answer: The sweeping limits will stop at the South side of Godard Road.

3. Question: Is the portion of Mingus Avenue in green included in the contract?

Answer: No, that portion belongs to Yavapai County.

4. Question: Is there a dump site that the Contractor can use to dispose of debris?

Answer: There is a ten (10) yard roll-off dumpster located at the Public Works Yard at 1490 W Mingus Avenue that is available for the Contractor's use.

5. Question: Can the debris be dumped on the ground by the Contractor and the City would then load into the dumpster? Bottom dump sweepers are approximately \$20-\$25/hour less expensive.

Answer: Swept debris must be placed in the City provided dumpster and not on the ground. The Contractor may also find an alternative location to correctly, lawfully and safely dispose of the swept debris at the Contractor's expense. Should the Contractor choose to dispose of the swept debris at another location, the debris shall become property of the Contractor.

6. Question: Can the trucks be parked at the Public Works Yard at 1490 W Mingus Avenue for storage when not in use?

Answer: Trucks and equipment cannot be parked on City property for extended periods of time. Equipment, trailers or vehicles may be stored on City property only while sweeping is taking place.

7. Question: Where can reclaimed water be purchased?

Answer: Class A+ reclaimed water is available twenty-four (24) hours a day, seven (7) days a week at the City's Wastewater Treatment Plant located at 1480 W Mingus Avenue in Cottonwood, AZ. A "swipe card" can be purchased at the Utility Department located at 111 N Main Street in Cottonwood, AZ. The current rate for the water is \$0.92 per 1,000 gallons. No hydrant use is allowed.

8. Question: Are the center lanes on five (5) lane roads to be swept?

Answer: Yes, the center turn lane in both five (5) lane and three (3) lane roads shall be swept. These roads have been allotted three (3) lane miles in the Bid Section instead of two (2) lane miles.

9. Question: Will there be an additional provision added for heavy cleaning such as chip seals and storm cleanup that require frequent dumping, etc.?

Answer: Yes, a Heavy Sweep Rate has been added to the Bid Section and shall be bid per hour. The Contractor shall not begin a heavy sweep without first receiving written direction from the City. Should the Contractor come across material in the road way that he/she believes to be above and beyond the material described within the contract (ie: mud, construction debris, loose chip seal, etc.) he/she shall notify the City of the additional material and the heavy sweep rate may be used as directed by the City.

10. Question: The document states that "the City of Cottonwood reserves the right to cancel any routine sweeping for any reason." The Contractor calculates the annual rates by figuring in the different conditions throughout the year. Skipping monthly sweeps not only causes the next sweep to be heavier from built up debris, but it also interferes with the factors that were used to calculate the bid. Is there a minimum number of sweeps that will be guaranteed each year?

Answer: The Contractor shall sweep the street listed herein every month. The City of Cottonwood reserves the right to cancel a maximum of two (2) routine sweepings a year (the City will authorize a minimum of ten (10) routine sweepings per year). The City may also increase the number of sweepings should it deem necessary. This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.

11. Question: What types of situations are included in the Emergency Call Out?

Answer: An Emergency Call Out shall be deemed necessary by the Development Services Assistant Manager. Emergencies may include hazards from storms, traffic accidents, spills, etc. that require

attention within four (4) hours. This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.

12. Question: When will a heavy sweep rate be used?

Answer: The Contractor and the City will need to communicate regarding areas of roadway that may require heavy sweeping due to spills/dumps, chip seal, etc.

13. Question: The hours of operation listed in the document are from 9:00 p.m. through 5:00 a.m. Can they be changed?

Answer: The City's concern is ensuring minimal impact to the traveling public. The hours will be extended to 6:00 p.m. through 7:00 a.m. See attached Revise Exhibit A: Scope of Work.

14. Question: The document states that "when a public nuisance or hazard is determined by City staff and deemed an emergency condition, the Contractor is to be on site to begin sweeping within two (2) hours of being notified..." The two (2) hour requirement is tight. Can it be increased?

Answer: The two (2) hour requirement has been increase to four (4) hours.

15. Question: When was the last time the streets were swept?

Answer: The streets will be swept within two (2) months of the Contractor's first sweep.

16. Question: Does the City use cinders? If so, will this be included in the Surcharge or Special Sweep Hourly Rate?

Answer: The City may use cinders on occasion and the Arizona Department of Transportation (ADOT) does actively use cinders. Excessive cinders will be cause for using the Heavy Sweep Rate.

17. Question: Does the City want the streets to be swept until they're clean or make one (1) pass on each road?

Answer: Sweep the streets until they are clean.

18. Question: How will the lowest bid be determined?

Answer: The lowest bid will be based on the annualized price.

**REVISED EXHIBIT C
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Local Address: _____

Type of Organization: _____

Tax ID #: _____ License #: _____

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): _____

3. Disclosure of Debarment Information (§4.5.5 Disclosure): _____

4. Prices:

A. Unit Price: \$ _____ / lane mile*

*This price shall be used for additional non-emergency sweeping of streets not shown on the attached Street Sweeping Map.

Monthly Sweeping: \$ _____ (unit price X **50.3** lane miles)**

This price shall be used for additional non-emergency sweeping ordered by City staff should sweeping be required more than once a month. **This will be used to determine the lowest bid.

Annual Quote: \$ _____ (monthly quote X 12 months)

Emergency Call Out Rate: \$ _____ / hour***

***Minimum two (2) hour call out. Travel shall NOT be included in billable hours. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

Heavy Sweep Rate: \$ _____ / hour****

****This rate shall only be used when additional material has been added to the road way and the Contractor has received written direction from the City to bill the Heavy Sweep Rate. This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.

B. Prompt Payment Terms: _____

C. Tax Percentage: _____

D. Will you accept a City Procurement Card (MasterCard) for payment of invoices? _____

E. Will you accept Automated Clearinghouse (ACH) for payment of invoices? _____

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or services supplied and when provided: _____

B. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or services supplied and when provided: _____

C. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or services supplied and when provided: _____

6. Receipt of Addenda:

Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.

Date

7. Intent to be Bound by Bid: _____

(Signature of Individual Authorized to Sign Bid)

(Printed Name of Individual Authorized to Sign Bid)

REVISED EXHIBIT A SPECIFICATIONS / SCOPE OF WORK

- A. The City of Cottonwood (hereinafter City) is seeking bids from independent contractors for Street Sweeping Services to power sweep streets within its jurisdiction that have curb and gutter on a monthly basis and otherwise on an 'as-needed' basis.
- B. There are approximately twenty and four tenths (20.4) miles of street with curb and gutter for an estimated total of **fifty and three tenths (50.3)** lane miles of streets to be swept. Areas to be swept shall include **a six (6) foot wide path along each gutter and center turn lanes where applicable**. The bid unit is per lane mile and an hourly rate for emergency call out.
- C. The Contractor shall be required to provide a list of all streets that have been swept within two (2) business days of sweeping for the City to inspect. The list of streets swept and the date and times of the sweeping shall also be included with all invoices from the Contractor. The streets must be cleaned of normal debris (ie: sand, glass, salt, cinders, paper, cans, leaves, sticks, dirt, etc.) for approval, however, if it is necessary to go around any parked cars or other obstacles that prevent cleaning to the curb, the Contractor will not be required to re-sweep the area under this Contract. Any areas that are not swept to the satisfaction of the Contract Representative shall be re-swept prior to a payment being made. Areas that require re-sweeping due to poor workmanship or equipment failure shall be re-swept at the Contractor's expense. The Contractor shall not begin work at any time without prior written permission from the contract administrator. **The Contractor shall sweep the street listed herein every month. The City of Cottonwood reserves the right to cancel a maximum of two routine sweepings a year (The City will authorize a minimum of ten routine sweepings per year). The City may also increase the number of sweepings should it deem necessary.**
- D. All equipment used by the Contractor shall meet or exceed all requirements of the Arizona Department of Environmental Quality (ADEQ) and the Occupational Safety and Health Administration (OSHA). All equipment shall be registered and insured in accordance with the State of Arizona motor vehicle laws.
- E. The bid amount shall include all costs, including transport, sweeping, cleaning, water and all taxes (including sales taxes) required to provide this service.
- F. The City will provide a location to dump the swept material within five (5) miles of the work.
- G. Water **must** be transported by the Contractor and only non-potable water may be used for sweeping purposes. Any utilization of a fire hydrant or other potable water source within the City's service area to fill the power sweeper will be considered a material breach of this Agreement for which the City may immediately terminate this Agreement.
- H. The monthly sweeping shall take place between the hours of **6:00 PM** and **7:00 AM** on dates as mutually agreed upon by the City and the Contractor. When a public nuisance or hazard is determined by City staff and deemed an emergency condition, the Contractor is to be on site to begin sweeping within **four (4)** hours of being notified and shall complete the emergency sweeping before leaving the City.

City of Cottonwood

SOLICITATION TABULATION

Project Name: Street Sweeping Services

Solicitation Number: 2013-PW-02

Solicitation Opening Date: Thursday, December 13, 2012 at 2:00 p.m.

Firm Name	Annual Amount	Emergency Call out Rate	Heavy Sweep Rate	Addenda Acknowledged?
CnS	\$42,252	350.00	95.00	1 & 2
Tryton	38,932.20	196.00	98.00	1 & 2
Offsite Sweeping	14,486.40	160.00	160.00	1 & 2

Notes: _____

**REVISED EXHIBIT C
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

OFFSITE SWEEPING LLC

Firm Name: _____

Contact Name: _____ **CRAIG MORRIS**

Principal Address: _____ **2113 EAST JACKSON STREET**

_____ **PHOENIX, AZ 85034**

Phone: _____ **480.272.6393** Fax: _____ **480.345.5535**

E-Mail: _____ **craig@offsitesweeping.com**

Local Address: _____ **2113 EAST JACKSON STREET**

_____ **PHOENIX, AZ 85034**

Type of Organization: _____ **LLC PARTNERSHIP**

Tax ID #: _____ **51-0597593** License #: _____ **AZROC-259363-KA**

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): _____ **NONE**

3. Disclosure of Debarment Information (§4.5.5 Disclosure): _____ **N/A - NOT DEBARRED FROM ANY PUBLIC WORK.**

4. Prices:

A. Unit Price: \$ _____ **24.00** / lane mile*

*This price shall be used for additional non-emergency sweeping of streets not shown on the attached Street Sweeping Map.

Monthly Sweeping: \$ _____ **1207.20** (unit price X **50.3** lane miles)**

This price shall be used for additional non-emergency sweeping ordered by City staff should sweeping be required more than once a month. **This will be used to determine the lowest bid.

Annual Quote: \$ _____ **14486.40** (monthly quote X 12 months)

Emergency Call Out Rate: \$ _____ **160.00** / hour***

***Minimum two (2) hour call out. Travel shall NOT be included in billable hours. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

Heavy Sweep Rate: \$ _____ **160.00** / hour****

****This rate shall only be used when additional material has been added to the road way and the Contractor has received written direction from the City to bill the Heavy Sweep Rate. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

B. Prompt Payment Terms: _____ **NET 30**

C. Tax Percentage: _____ **0.0%**

- D. Will you accept a City Procurement Card (MasterCard) for payment of invoices? NO
- E. Will you accept Automated Clearinghouse (ACH) for payment of invoices? YES

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

- A. Entity: THE CITY OF PEORIA, AZ
 Address: 8401 WEST MONROE STREET - PEORIA, AZ 85345
 Contact: ROBERT PATTERSON - FACILITIES MANITENANCE SUPERVISOR/PUBLIC WORKS
 Phone: 623.773.7154 robert.patterson@peoriaaz.gov
 Goods or services supplied and when provided: SWEEPING SERVICE
- B. Entity: THE CITY OF CHANDLER, AZ
 Address: 215 EAST BUFFALO STREET - CHANDLER, AZ 85225
 Contact: KRIS KIRCHER - FACILITIES MAINTENANCE MANAGER
 Phone: 480.782.2759 - kris.karcher@chandleraz.gov
 Goods or services supplied and when provided: SWEEPING SERVICE
- C. Entity: THE STATE OF ARIZONA
 Address: 1826 WEST MCDOWELL ROAD - PHOENIX, AZ 85007
 Contact: LINDA CARY - PURCHASING AGENT - AZ STATE FAIRGROUNDS
 Phone: 602.257.7137 - linda.cary@azstatefair.com
 Goods or services supplied and when provided: SWEEPING SERVICE

6. Receipt of Addenda:
 Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.

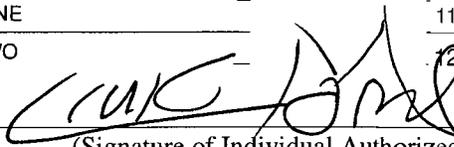
Date

NUMBER ONE

11/21/2012

NUMBER TWO

12/06/2012

7. Intent to be Bound by Bid: 
 (Signature of Individual Authorized to Sign Bid)

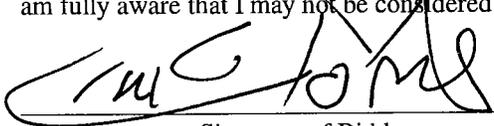
CRAIG MORRIS

(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT D
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013 PW02, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Bidder

OFFSITE SWEEPING LLC

Company

12/06/2012

Date

EXHIBIT E
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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.

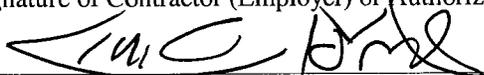
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	2013 PW02	
Name (as listed in the contract):	OFFSITE SWEEPING LLC	
Street Name and Number:	2113 EAST JACKSON STREET	
City: PHOENIX	State: AZ	Zip Code: 85034

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: CRAIG MORRIS

Title: MANAGING MEMBER OF LLC

Date (month/day/year): 12/06/2012

**EXHIBIT F
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. NONE

- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor. NONE

- C. List any convictions or civil judgments under state or federal antitrust statutes. NONE

- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract. NONE

- E. List any prior suspensions or debarments by any governmental agency. NONE

- F. List any contracts not completed on time. NONE

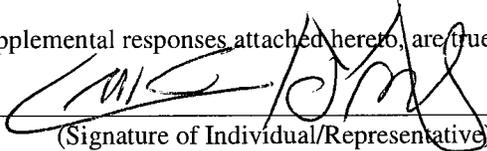
- G. List any penalties imposed for time delays and/or quality of materials and workmanship. NONE

- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules. NONE

I, CRAIG MORRIS, as MANAGING MEMBER
Name of individual Title & Authority

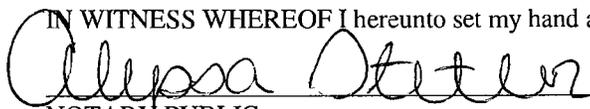
of OFFSITE SWEEPING LLC, declare under oath that the above statements, including
Company Name

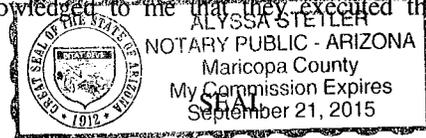
any supplemental responses attached hereto, are true.

By: 
(Signature of Individual/Representative)

STATE OF: Arizona)
) ss.
COUNTY OF: Maricopa)

On this the 13 day of December, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Alyssa Stetler, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC



My Commission Expires: SEP 21 2015

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
 [Redacted]

Business name/disregarded entity name, if different from above
 [Redacted]

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P** Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2113 E. Jackson St.

City, state, and ZIP code
Phoenix, AZ 85034

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
5	1	-	0	5	9	7	5	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ **9-12-12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BIDDER'S CHECK LIST

1. The bid has been signed in the Bid Section (Exhibit C). Bids not signed in this section will **not** be considered.
2. The bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bid Section 4.5).
5. Any addendums have been included/noted on Bid Section.
6. Certificate of Insurability (Exhibit D) has been signed and included with bid.
7. Contractor Immigration Warranty (Exhibit E) has been signed and included with bid.
8. Disclosure of Responsibility Statement (Exhibit F) has been signed and included with bid.
9. Non-Collusion Affidavit (Exhibit G) has been signed and included with bid.
10. Form W-9 (available on www.irs.gov) has been completed and included with bid.
11. Bid package/envelope has been identified with bid number and title.
12. The mailing envelope/package has been addressed to:

Location:
City of Cottonwood Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326
13. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

**REVISED EXHIBIT C
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: C & S Sweeping Services, Inc

Contact Name: Pam Frasier

Principal Address: PO Box 24479

Phoenix, AZ 85074

Phone: 602-252-9471 Fax: 602-252-9216

E-Mail: pam@candsweeping.com

Local Address: _____

Type of Organization: Corporation

Tax ID #: 86-0747568 License #: N/A

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): Heavy Sweeping Only to be done when contractor already there for monthly sweeping.

3. Disclosure of Debarment Information (§4.5.5 Disclosure): _____

4. Prices:

A. Unit Price: \$ 80.00 / lane mile*

*This price shall be used for additional non-emergency sweeping of streets not shown on the attached Street Sweeping Map.

Monthly Sweeping: \$ 3521.00 (unit price X 50.3 lane miles)**

This price shall be used for additional non-emergency sweeping ordered by City staff should sweeping be required more than once a month. **This will be used to determine the lowest bid.

Annual Quote: \$ 42,252 (monthly quote X 12 months)

Emergency Call Out Rate: \$ 350.00 / hour***

***Minimum two (2) hour call out. Travel shall NOT be included in billable hours. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

Heavy Sweep Rate: \$ 95.00 / hour****

****This rate shall only be used when additional material has been added to the road way and the Contractor has received written direction from the City to bill the Heavy Sweep Rate. This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.

B. Prompt Payment Terms: 10/10 days

C. Tax Percentage: N/A

D. Will you accept a City Procurement Card (MasterCard) for payment of invoices? NO

E. Will you accept Automated Clearinghouse (ACH) for payment of invoices? Yes

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: Maricopa County
Address: 320 W. Lincoln Street, Phoenix, AZ
Contact: Derron G. Wasp 85003
Phone: 602-506-3823
Goods or services supplied and when provided: Street Sweeping

B. Entity: City of Westminster
Address: 4800 W. 92nd Ave Westminster
Contact: Robert Pacheco CO 80031
Phone: 1-303-658-2528
Goods or services supplied and when provided: Street Sweeping

C. Entity: AZ Department of Transportation
Address: 2140 W. Hilton Ave, MD PM100 Phx, AZ 85009
Contact: Louie Duran
Phone: 602-377-6686
Goods or services supplied and when provided: Street Sweeping

6. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
<u>Addendum #1</u>	<u>11-21-12</u>
<u>Addendum #2</u>	<u>12-10-12</u>

7. Intent to be Bound by Bid: Pam Frasier
(Signature of Individual Authorized to Sign Bid)
Pam Frasier
(Printed Name of Individual Authorized to Sign Bid)

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this, 13th day of December, 2012 by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and TRYTON Enterprises, LLC, an independent contractor, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - RECITALS

- A. The OWNER maintains streets within their corporate boundaries (hereafter the "Streets"); and
- B. The OWNER requires the services of an independent contractor to power sweep the Streets (hereinafter the "Services"); and
- C. The CONTRACTOR submitted the successful proposal to provide the Services; and
- D. The OWNER wishes to contract with the CONTRACTOR in order to acquire the Services.

ARTICLE II - SCOPE OF WORK

The CONTRACTOR shall furnish the services and deliverables as specified in the Specifications/Scope of Work (Exhibit A) attached hereto and made a part of this Contract, to the City of Cottonwood Development Services Department, attention Development Services Operations Manager, 111 N Main Street, Cottonwood, AZ 86326.

ARTICLE III - CONTRACT TERM

- A. **Term of Contract.** The initial term of this Contract shall be two (2) years (24 months) following approval by the City Council.

The City of Cottonwood may extend this Contract for up to two (2) additional, one (1) year periods, upon the recommendation of the Development Services Operations Manager and at the sole discretion of the Cottonwood City Council. The Independent Contractor shall be notified in writing by the Contract Administrator of the City of Cottonwood's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

- B. If the City exercises its option to renew the Contract for an additional term, the successful Independent Contractor's compensation may be increased by up to three percent (3%) for the new term if the Independent Contractor demonstrates, to the City's satisfaction, that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- C. **Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted 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.

ARTICLE IV - CONTRACT ADMINISTRATOR

- A. To provide the professional services required by this Contract, CONTRACTOR shall act under the authority and approval of the Development Services Operations Manager or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel reports and special requests through the Contract Administrator.
- B. The OWNER reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the OWNER'S project by the firm during the term of this Contract. 

ARTICLE V - RECORDS

- A. CONTRACTOR shall submit all reports and invoices specified in the Specifications/Scope of Work (Exhibit A) of this Contract.
- B. CONTRACTOR shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract and for such period as is required by any other paragraph of this Contract including the following:
 - 1. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 - 2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract or to costs and expenses of this Contract to which exception has been taken by the OWNER shall be retained by the CONTRACTOR until such appeals, litigations, claims or exceptions have been finally resolved.
 - 3. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR shall indemnify, defend, save and hold harmless OWNER and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to real, tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, Unemployment compensation claims, or Unemployment Disability Compensation claims or arising out of the failure of CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. CONTRACTOR shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, and hereby waives all rights of subrogation against OWNER, its officers, officials, agents and employees for losses arising from any services provided to OWNER. CONTRACTOR'S obligations under this paragraph shall not extend to any liability caused solely by the negligence of OWNER or its employees.
- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the solicitation package: 
 - B.1. Comprehensive general liability insurance with a minimum combined single limit of two million

dollars (\$2,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.

- B.2.** Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of the Contract.
- B.3.** Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.
- B.4.** Employer's Liability insurance with a minimum single limit of not less than five hundred thousand dollars (\$500,000) per occurrence.
- B.5.** Worker's Compensation (statutory limits).
- B.6.** Unemployment Insurance (statutory limits).

- C.** Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D.** The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured and waive subrogation against the City. The policy shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision. Proof of insurance is required at the time of execution of the Contract. Neither the CONTRACTOR nor any subcontractor shall commence work under a Contract until the OWNER has approved the insurance.
- E.** The insurer shall agree to waive all rights of subrogation against the OWNER, its officers, agents, employees and volunteers for losses arising from work performed by the CONTRACTOR for the OWNER.
- F.** Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within ten (10) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the Certificate of Insurance, drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ARTICLE VII - CANCELLATION OF AGREEMENT

- A.** Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.
- B.** Throughout its term, this Agreement may be cancelled by either party at the end of fifteen (15) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of

cancellation.

- C. **Waiver.** The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

ARTICLE VIII - NON-DISCRIMINATION

- A. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.
- B. CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.
- C. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.
- D. CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX - NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: <u>Tryton Enterprises, LLC</u>	City of Cottonwood
c/o <u>Russ Paluszcyk</u>	c/o <u>Development Services Operations Mgr</u>
<u>742 E. Mahala Dr.</u>	<u>111 N Main Street</u>
<u>Camp Verde, AZ 86322</u>	<u>Cottonwood, AZ 86326</u>

ARTICLE X - CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE XI - OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the OWNER is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood (OWNER), CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S.§23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

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

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

ARTICLE XII – DECLARATION BY CONTRACTOR

CONTRACTOR declares that CONTRACTOR has complied with all federal, state and local laws regarding business permits, certifications and licenses that may be required to carry out the Services to be performed under this Contract.

CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, all applicable taxes.

ARTICLE XIII – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR shall operate as an independent contractor and not as an officer, agent, servant, or employee of the OWNER. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, CONTRACTOR is responsible for providing all workers compensation insurance required by law.

CONTRACTOR has no authority to enter into contracts or agreements on behalf of OWNER. This Contract does not create a partnership between the parties.

ARTICLE XIX - SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE XX - PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as proposed in the Bid Section. The Bid Section is attached hereto as Exhibit C. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice.

ARTICLE XXI - ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

ARTICLE XXII – AMENDMENT AND ENTIRETY OF CONTRACT

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

Contractor

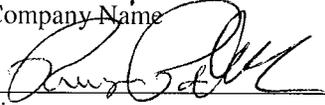
City of Cottonwood

TRYTON Enterprises, LLC

Company Name

Diane Joens, Mayor

Date



12-13-12

Signature

Date

Attest:

Russ Paluszcyk

Printed Name

Marianne Jimenez, City Clerk

owner

Title

Approved as to form:

Steve Horton, City Attorney

REVISED EXHIBIT C
BID SECTION

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Tryton Enterprises, LLC

Contact Name: Russ Paluszcyk

Principal Address: 742 E. Mahala Dr.
Camp Verde, AZ 86322

Phone: 928-567-2748 Fax: 928-567-2748

E-Mail: tryton-enterprises@hotmail.com

Local Address: 742 E. Mahala Dr.
Camp Verde, AZ 86322

Type of Organization: Streetsweeping & pressure washing services

Tax ID #: 20-3553069 License #: N/A

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): 4.6 Provide recent financial statements

3. Disclosure of Debarment Information (§4.5.5 Disclosure): none

4. Prices:

A. Unit Price: \$ 64.50 / lane mile*

*This price shall be used for additional non-emergency sweeping of streets not shown on the attached Street Sweeping Map.

Monthly Sweeping: \$ 3,244.35 (unit price X 50.3 lane miles)**

This price shall be used for additional non-emergency sweeping ordered by City staff should sweeping be required more than once a month. **This will be used to determine the lowest bid.

Annual Quote: \$ 38,932.20 (monthly quote X 12 months)

Emergency Call Out Rate: \$ 196⁰⁰ / hour***

***Minimum two (2) hour call out. Travel shall NOT be included in billable hours. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

Heavy Sweep Rate: \$ 98⁰⁰ / hour****

****This rate shall only be used when additional material has been added to the road way and the Contractor has received written direction from the City to bill the Heavy Sweep Rate. **This rate may be negotiated with the City of Cottonwood and final award of the contract will be subject to the successful negotiation of this rate.**

B. Prompt Payment Terms: net 30 days

C. Tax Percentage: Ø

D. Will you accept a City Procurement Card (MasterCard) for payment of invoices? NO

E. Will you accept Automated Clearinghouse (ACH) for payment of invoices? NO

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: Coconino County Public Works Dept.

Address: 5600 E. Commerce Ave.

Contact: Mike Savoy

Phone: 1-800-790-1990

Goods or services supplied and when provided: Street Sweeping - 2011-2012

B. Entity: Town of Prescott Valley

Address: 7501 E. Civic Circle

Contact: Ken Stanton

Phone: 928-759-3089

Goods or services supplied and when provided: Street Sweeping since 2008

C. Entity: City of Cottonwood

Address: 816 N. Main St.

Contact: Morgan Scott

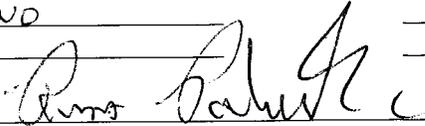
Phone: 634-8033

Goods or services supplied and when provided: Street Sweeping

6. Receipt of Addenda:

Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
<u>one</u>	<u>11/21/12</u>
<u>two</u>	<u>12/10/12</u>

7. Intent to be Bound by Bid: 

(Signature of Individual Authorized to Sign Bid)

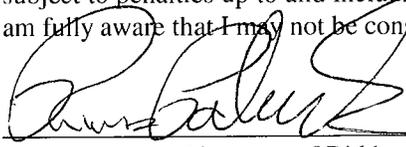
Russ Paluszcyk

(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT D
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013 PW-07, I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Bidder

Tryton Enterprises, LLC

Company

12/13/12

Date

EXHIBIT E
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

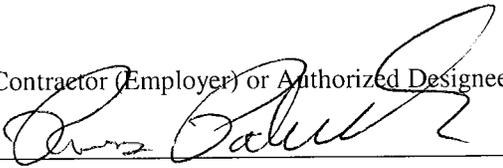
A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 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:	2013 - PW-02		
Name (as listed in the contract):	TRYTON ENTERPRISES, LLC		
Street Name and Number:	742 E. Mehalala DR		
City:	State:	Zip Code:	
Camp Verde	AZ	86322	

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: Russ Paluszcyk
Title: owner
Date (month/day/year): 12/13/12

**EXHIBIT G
NON-COLLUSION AFFIDAVIT**

STATE OF: Arizona)
Cottonwood) ss.
CITY OF: Yavapai County)

Russ Paluszcyk

(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is owner of TRYTON Enterprises, LLC
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

TRYTON Enterprises, LLC
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Street Sweeping Services

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: [Signature]
(Signature of Individual/Representative)

STATE OF: Arizona)
COUNTY OF: Yavapai) ss.

On this the 13th day of December, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Russ Paluszcyk, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Deborah L. Dickison
NOTARY PUBLIC



My Commission Expires: Sept 17, 2013

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Tryton Enterprises, LLC</i>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <i>Scorp</i> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <i>742 E. Mahala Dr.</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Camp Verde, AZ 86322</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	0	-	3	5	5	3	0	6
9								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Jess Pale</i>	Date ▶ <i>12/13/12</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: January 15, 2013
Subject: City Wide Weed Eradication Contract
Department:
From: Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider rejection of all bids received for the weed eradication request for bids

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to reject all bids received for weed eradication and direct staff to re-advertise the request for bids.

BACKGROUND

In an effort to lower costs and reduce the tremendous amount of staff time maintaining rights-of-way and city property, funds were budgeted in the fiscal year 2012-13 budget to contract out weed eradication. City staff developed a weed eradication packet and advertised a request for bids in November of 2012.

The scope of work and contract called for two pre-emergent applications a year and two post-emergent applications per year. The low bidder proposed combining the two chemicals into one application (therefore reducing the number of applications per year from 4 to 2) and guaranteeing that there will be no weeds or they will provide an additional post-emergent application at no cost.

This method of weed control does not meet the specifications of the contract, but it would save the city a substantial amount of money per year if we were to reject these bids and re-advertise allowing this method of application(see bid results below). Staff recommends that council consider rejecting all bids and direct staff to revise the bid packet to include combining pre and post emergent application.

AZ weed King	\$27,434.92 /yr
Eggen	\$48,229.62 /yr

Carescape
University

\$48,797.76 /yr
\$106,159.54 /yr

JUSTIFICATION/BENEFITS/ISSUES

The City cannot accept the lowest bid as currently configured.
The City would save money if the contract were altered to two applications per year.

COST/FUNDING SOURCE

General Fund

ATTACHMENTS:

Name:	Description:	Type:
 Addendum One - Weed Eradication, 11-26-12.pdf	Addendum 1	Cover Memo
 Arizona Weed King, Inc..pdf	Bid Results, AZ weed King	Cover Memo
 CareScape, pgs 1-4.pdf	Bid Results, Carescape	Cover Memo
 Eggen Weed Control, Inc..pdf	Bid Results, Eggen	Cover Memo
 University Termite and Pest Control, Inc..pdf	Bid Results, University	Cover Memo
 Invitation for Bids, 10-22-12.pdf	Original Contract	Cover Memo

CITY OF COTTONWOOD
ADDENDUM ONE
WEED ERADICATION

November 21, 2012

1. Question asked: Is the vendor responsible for their own water supply?

Response: Yes.

Class A+ reclaimed water is available 24 hours a day, seven days a week at the City's Wastewater Treatment Plant located at 1480 W Mingus Avenue in Cottonwood, AZ. A "swipe card" can be purchased at the Utility Department located at 111 N Main Street in Cottonwood, AZ. The rate for the water is \$0.92 per 1,000 gallons.

No hydrant use is allowed.

2. Question asked: Are there specific hours of service?

Response: Hours of service are to be coordinated with the Public Works Maintenance Manager. The work hours shall coincide with the noise ordinance as discussed in item #6 below.

3. Question asked: Are posting notifications required by the vendor at the sites treated? Postings to notify the public of treatment.

Response: Notification should be made to Public Works Maintenance Manager as required in scheduling of spraying. Postings are only required if mandated by local, state and federal law.

4. Question asked: Will keys to the wellsites be provided or will the vendor be escorted by a City employee to these sites?

Response: Wellsites have combination locks. The code will be provided to the successful vendor.

5. Question asked: The Scope of Work states "All "Post Emergent" products shall be "Round-Up" (or equivalent as approved in writing by the City) such as Razor Pro and use of "Princep" or "Vanquish" product where needed." Princep is not a post-emergent.

Response: Remove the reference of "Princep" as a post emergent.

6. Question asked: Does the City have a startup time?

Response: The City's noise ordinance is as follows:

- October 1 – May 1 no start up before 7:00 a.m.
- May 1 – October 1 no start up before 6:00 a.m.

7. Question asked: Who is the contact person for the contract?

Response: Howard Harkey, Public Works Maintenance Manager

8. Question asked: The Scope of Work states “The Contractor will contact the City at every site location as identified in the monthly schedule for operations as submitted to the Maintenance Manager. The Contractor shall state that he/she is completed with spray operations at Riverfront Park softball fields and is headed to the Riverfront Park football/soccer fields. Upon completion at that site, the Contractor shall contact the City and indicate the next site location for spray operations. This shall be carried out until spray operations have concluded for that day.” Does the City really want the Contractor to call from one site to the next?

Response: The Contractor will be required to supply a schedule detailing what sites will be sprayed on what days. Any changes to this schedule will require a phone call to the Public Works Maintenance Manager. The contractor shall not begin work without either written or email notification from the Public Works Maintenance Manager.

9. Question asked: Will the Contractor be allowed to spray on holidays observed by the City but not by the Contractor?

Response: This will depend on where the Contractor intends to be spraying. It will be a case by case basis.

10. Question asked: Why is the use of green dye required?

Response: The City wants to be able to tell where the contractor has sprayed and where the contractor has not.

11. Question asked: The pictures provided in the Invitation for Bids only shows the perimeters of the fields at Riverfront Park. Is the Contractor not required to spray the turf?

Response: No the turf will not be sprayed.

12. Question asked: Is the square footage listed accurate?

Response: The square footage was calculated by an Engineer and verified by both the Utilities Department and the Streets Department. The City believes these numbers to be accurate.

13. Question asked: Is the Unit Price supposed to be bid by the month or year?

Response: The unit price shall be bid by application.

14. Question asked: There are areas that are currently maintained that are not shown in the pictures provided.

Response: Bid on what is identified in the Invitation for Bids. There was an error on items #2 and #14 and the images and bid section have been revised here in. Use these amounts on the bid section and in the contract.

2)



14)



No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	2.09	91,115		
14	Riverfront Little League Parking lot next to 10th Street roadway. 851 North 10th St. All areas of decomposed granite (landscaped frontage zones next to 10th street) around the front of the parking lot.	0.39	16,923		
Maintenance Department Facility Locations Total		14.9	649,496		

15. Question asked: Is there a special ID needed for the Airport?

Response: Yes, the contractor will need to apply for an airport gate card and supply a \$25 dollar deposit for the card. The vehicle spraying the Airport is required to have a yellow strobe light and a flag or a pattern on the top of the vehicle. The operator of the vehicles will be required to use a City supplied radio which will warn the operator of incoming aircraft.

16. Question asked: Paragraph 4.7, Statement of Ability, requires a letter indicating the company's resources, etc. Can photos be included along with a list of equipment, etc?

Response: Yes. It is important for the City to be able to determine whether the company has the resources necessary to fulfill the requirements of the contract as well as whether or not the company is in good standing.

17. Question asked: Paragraph 4.9, Insurance. Is the Contractor required to provide the Certificate of Insurance with the bid?

Response: The Certificate of Insurance is not required with the bid. The Certificate of Insurance is required after the contract is awarded. The Certificate of Insurability, Exhibit C is required with the bid.

18. Question asked: Does the City have a problem with transient/homeless camping in the areas to be sprayed?

Response: The City has a no camping ordinance. If it is discovered, contact the Public Works Maintenance Manager and the Police Department will take care of the situation.

19. Question asked: When spraying the roadsides, is signage required?

Response: Yes, signage shall be provide per the Manual on Uniform Traffic Control Devices (MUTCD).

20. Question asked: Are quads allowed on the sidewalks?

Response: No, they are only allowed on the roadways.

21. Question asked: The Scope of Work states that any landscaping or trees that are damaged as a result of the Contractor's work shall be replaced at the Contractor's expense. Who determines if it was the Contractor's fault or if it was caused by faulty irrigation or other means? How should weeds in the middle of landscaping be treated?

Response: The City will work with the Contractor to determine the cause of the damage. Notify the Public Works Maintenance Manager of any items found on site and the City will take care of it. The Contractor is to hand apply any weeds near landscaping.

22. Question asked: Is this the first time this contract has been bid?

Response: The parks have been treated for over 20 years however with the addition of the wellsites, roadways, etc. this project became much larger.

23. Question asked: How were the wellsites treated in the past?

Response: Weed-whipped. Chemicals were used at the parks and ball fields. All other properties were weed-whipped.

24. Question asked: Section 4.8 Financial Statement. Is this tax returns?

Response: Financial statements should include an income statement (profit and loss) and a balance sheet for the most recent period.

25. Question asked: Is there a specific weed problem in Cottonwood?

Response: Weeds commonly found in the southwest.

26. Question asked: Will the City award the contract to a business that is not licensed by the State of Arizona?

Response: No. The Contractor must be properly licensed.

27. Question asked: Will the contract begin in January 2013?

Response: The contract start date will depend on when it is awarded by Council. The City is hoping to have it approved in January 2013.

28. Question asked: Are price escalators allowed upon contract renewal?

Response: No. Article II of the Agreement for Services states that the Contractor's compensation will remain the same.

29. Question asked: In the Scope of Work, paragraph two states: "All "Post Emergent" product shall be "Round-Up" (or equiv.) such as Razor Pro..... All "Pre-Emergent" materials shall be "Pendulum" or equiv." The technical name for Round-Up is glyphosate. Do you want us to use Glyphosate only? The technical name for Pendulum is pendamethalin. Do you want us to use pendamethalin only? There are many pre-emergent herbicides available and if you want to compare apples to apples you may want to have everyone bidding the same products. If you do not care which pre-emergent is applied, will there be any consideration on the bid to using products with a larger label for control of a greater number of weeds?

Response: Glyphosate shall be used for all Post-emergent applications and Pendamethalin shall be used all Pre-emergent applications.

**EXHIBIT B
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Arizona Wood King Inc.

Contact Name: Carol R. Jackson

Principal Address: mailing: 428 E. Thunderbird Road, #532
Phoenix Az 85022

Phone: 602-996-9653 Fax: 602-569-5834

E-Mail: Carol@azwoodking.com

Local Address: Physical: 11423 N. Cave Creek Rd.
Phoenix Az 85020

Type of Organization: Scorporation

Tax ID #: 86-0816291 License #: 5323

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): None

3. Disclosure of Debarment Information (§4.5.5 Disclosure): NOT applicable

4. Prices:

No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238	220-	1287-
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	1.93 2.09 c	84,027 91,115 c	220-	459.80
3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	220-	59.40
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	220-	59.40
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493	220-	400.40
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651	220-	2.20
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around	0.07	2,872	220-	15.40

	field).				
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.	0.02	845		
				220.-	4.40
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489		
				220-	13.20
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560		
				220-	2.20
11	Kid's Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356		
				220-	72.60
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326		
				220-	173.80
13	Riverfront Little league Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071		
				220-	242-
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.25 0.39 ci	10,987 16,923 ci		
				220-	85.80
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459		
				220-	143-
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325	220-	173.80
17	Perimeter of sand areas at Riverfront Park	0.13	5,635	220-	28.60
18	Perimeter of sand areas at Garrison Park	0.04	1,617	220-	8.80
Maintenance Department Facility Locations Total		14.60	636,472	220-	3278.00

14.9^{ci} 649496^{ci}

No.	Water Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845	220-	59.40
20	Wellsite 1-2, 2344 Copper Drive	0.021	9,129	220-	4.62
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752	220-	19.80
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120	220-	59.40
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918	220-	35.20
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911	220-	24.20
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811	220-	19.80
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026	220-	24.20
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259	220-	30.80
28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441	220-	22.00
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309	220-	22.00

30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052	220 ⁻	15.40
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274	220 ⁻	59.40
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794	220 ⁻	28.60
33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333	220 ⁻	66.00
34	Wellsite 1, 413 W Yuma Street	0.56	24,500	220 ⁻	123.20
35	Wellsite 2, 920 N Cactus Street	0.08	3,426	220 ⁻	17.60
36	Wellsite 3, 195 N 12 th Street	0.03	1,449	220 ⁻	6.60
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276	220 ⁻	46.20
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594	220 ⁻	88.00
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616	220 ⁻	8.14
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946	220 ⁻	85.80
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077	220 ⁻	217.80
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518	220 ⁻	426.80
43	Quail Canyon	0.13	5,623	220 ⁻	28.60
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089	220 ⁻	61.60
45	Mesquite Hills Wellsite	0.67	29,281	220 ⁻	147.40
Water Department Facility Locations Total		8.18	356,513	220⁻	1799.60

No.	Wastewater Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
46	Lift Station 1	0.03	1,386	220 ⁻	6.60
47	Lift Station 2	0.04	2,006	220 ⁻	8.80
48	Lift Station 3	0.03	1,533	220 ⁻	6.60
49	Lift Station 4	0.02	909	220 ⁻	4.40
50	Lift Station 5	0.03	1,570	220 ⁻	6.60
51	Wastewater Treatment Plant	4.72	205,728	220 ⁻	1038.40
Wastewater Department Facility Locations Total		4.89	213,132	220⁻	1075.80

No.	Street Department Facility Locations	Curb Linear Feet	Approx Square Feet	Unit Price (per LF)	Total Price
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510	.026	293.85
53	89A, SR 260 to bridge	7,570	37,850	.026	196.82
54	6th St., Mingus to Fir Street	15,988	79,940	.026	415.69
55	10th St., Main to Bridge	9,656	48,280	.026	251.05
56	12th., Mingus to Fir Street	15,936	79,680	.026	414.34
57	16th., Main to Franquero	3,868	19,340	.026	100.56
58	Willard St., Main to Fir Street	21,222	106,110	.026	551.77
59	Main St., 89A to North City limits	30,562	152,810	.026	794.61
60	Camino Real, 89A to South City Limits	7,334	36,670	.026	190.68
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820	.026	66.66
62	Rio Mesa, SR 260 to west City Limits	738	3,690	.026	19.19
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610	.026	559.57
64	Elm St., 4th to 6th, south side	502	2,510	.026	13.05
65	Viejo, Cove Parkway to SR 89A	2,066	10,330	.026	53.72
66	Cottonwood St., SR 89A to east City Limits	3,186	15,930	.026	82.84
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320	.026	157.66
68	Aspen, 6th to east City Limits	10,452	52,260	.026	271.75
69	Mingus Ave., west City limits to east	29,062	145,310	.026	755.61
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090	.026	296.87
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100	.026	172.12
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300	.026	115.96

73	Thousand Trails, SR260 to east City Limits	6,136	30,680	.026	159.54
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630	.026	65.68
75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140	.026	52.73
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400	.026	54.08
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870	.026	66.92
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140	.026	26.73
Street Department Facility Locations Total		238,464	1,192,320	.026	6200.06

No.	Airport Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
79	4.3 miles, five foot (5') wide	2.61	114,080	220 ⁻	574.20
Airport Facility Locations Total		2.61	114,080	220⁻	574.20

No.	Community Services Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
80	Recreation Center, 160 S 6 th Street	0.83	35,940	220 ⁻	182.60
81	Transit Building, 340 Happy Jack Way	1.62	70,572	220 ⁻	356.40
82	Pool, 160 S 6 th Street.	0.31	13,696	220 ⁻	68.20
83	Library, 100 S 6 th Street.	0.78	34,037	220 ⁻	171.60
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022	220 ⁻	11.00
Community Services Department Facility Locations Total		3.59	156,267	220⁻	789.80

Summary of Departments

Department	Department Total Price	% of Total Price
Maintenance	3278.00	24%
Water	1799.60	13%
Wastewater	1075.80	8%
Streets	6200.06	45%
Airport	574.20	4%
Community Services	789.80	6%
TOTAL	13717.46	100%

5. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
<u>One #2</u>	<u>11-21-2012</u>
<u>#1</u>	<u>11-5-2012</u>

6. Intent to be Bound by Bid: Carol Jackson
(Signature of Individual Authorized to Sign Bid)
- Carol Jackson
(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. ²⁰¹³⁻~~PW-04~~, I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Carol R Jackson
Signature of Bidder

Arizona Weed King Inc
Company

12-4-2012
Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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:
Name (as listed in the contract): Arizona Wood King, Inc
Street Name and Number: 428 E. Thunderbird Rd, #532
City: Phoenix State: AZ Zip Code: 85022

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Carol Jackson

Printed Name: Carol Jackson

Title: President

Date (month/day/year): 12-4-2012

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above Arizona Weed King, Inc.	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 428 E Thunderbird Road, #532	Requester's name and address (optional)
City, state, and ZIP code Phoenix AZ 85022		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
8	6	-	0	8	1	6	2	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Cave Jackson</i>	Date ▶ 12-4-2012
------------------	--	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ARIZONA WEED KING, INC.

428 E Thunderbird Rd., #532
Phoenix AZ 85022
602-996-9653
License 5323

December 5, 2012

City of Cottonwood
Administrative Services Department
Purchasing Division
816 North Main Street
Cottonwood AZ 86326

Re: 2013-PW-04

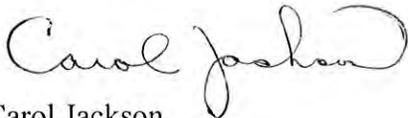
Thank you for including Arizona Weed King, Inc. in the bid process for your weed control for the municipality of Cottonwood, Arizona. Arizona Weed King, Inc.. is a fully licensed and insured weed control company that has been serving Arizona since January of 1996.

Arizona Weed King, Inc.. is staffed by management and applicators with years of experience. In the past we have treated thousands of properties including airports in Chandler, Falcon Field in Mesa, Casa Grande, Deer Valley, St. Johns, Sedona, Safford and Wickenburg. We have treated schools in the Cave Creek Unified School District, Tolleson School District and individual schools such as Peoria High School, Horizon Elementary, and Wilson Elementary, among many others. We have also treated many sensitive areas such as Ancala Medical Center, Arcadia Medical Center, John C. Lincoln Hospital, Peoria Fire Stations, Chandler Airport Water Reclamation Center, Town of Cave Creek Water Treatment Plant and Avondale Municipal.

Our equipment is able to handle jobs of any size, from small amounts of square footage to large acreage lots and HOAs. Visit our web site at www.azweedking.com to see a representation of the many properties we have treated over the years.

Attached is our bid for your consideration. Please call us at 602-996-9653 or me personally at 602-361-3108 for any questions or clarifications you may need.

We thank you very much for this opportunity and look forward to a great working relationship.



Carol Jackson
President
Arizona Weed King, Inc..
Ofc: 602-996-9653
Cell: 602-361-3108
Carol@azweedking.com

ARIZONA WEED KING, INC.

428 E. Thunderbird Rd., #532
Phoenix AZ 85022
602-996-9653
License 5323

Attached are copies of our license with the State of Arizona, Department of Agriculture.

We are in good standing with the Office of Pest Management.

Business License No. - 5323

Qualifying Party License is held by Carol Jackson - 30495

JANICE K BREWER
Governor

**Arizona Department of Agriculture
Office Of Pest Management**

DONALD BUTLER
Director

BUSINESS LICENSE

1688 West Adams Street Phoenix, AZ 85007
(602)255-3664 Phone; (602) 255-1281 fax
<http://www.azda.gov>

Non-Transferable

ARIZONA WEED KING
Business License number: 5323

Has been licensed since 02/09/1996, and is authorized to provide pest management services in Arizona for the year 2012, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Office Of Pest Management's laws and rules.

This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Office Of Pest Management's website at www.sb.state.az.us or contact the Office Of Pest Management.

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Printed By: DBACHMANN

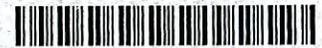
Non-Transferable

**Arizona Department of Agriculture
Office Of Pest Management**

Printed: 12/21/2011
Printed By: DBACHMANN

License No: 30495

1688 West Adams Street, Phoenix, AZ 85007
(602)255-3664
<http://www.azda.gov>



Qualifying Party License

QP License Categories	Expires	Status
B3 - Right Of Way\Weeds	12/31/2012	Active
B5 - Turf & Ornamentals	12/31/2012	Active

ISSUED TO:

1000009041
CAROL R. JACKSON
10010 N. 35TH STREET
PHOENIX AZ 85028

This license MUST be renewed by December 1 of each year, and shall expire on December 31 of each year.

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R.C. LANDSCAPE SERVICES

P. O. BOX 31066
PHOENIX, ARIZONA 85046

December 5, 2012

To: City of Cottonwood
Administrative Services Dept.
Purchasing Division
816 North main
Cottonwood Az. 85326

This letter is in reference to Arizona Weed King and Carol Jackson whom I have known and done business for over 10 years. They have, in both Commercial (mostly schools) and residential taken care of me and would recommend there services to anyone.

Robert A Cirincione — OWNER

Robert Cirincione-----RC Landscape Services

Carol Jackson

From: wcourno446@cox.net
Sent: Wednesday, December 05, 2012 7:17 PM
To: carol@azweedking.com
Subject: Letter of Reference

To whom it may concern,

Desert Vista Lawn Care has been in business for the past thirty two years conducting landscape maintenance for commercial customers in the Phoenix area. We have used Carol at AZ Weed King since 1999. We have stayed with them due to their high level of customer service and fair pricing. They respond quickly to any callbacks or any other of our other needs. We will use them again this season and in the future. We maintain large granite areas on our jobs and they remain weed free all year long. We service class A office and industrial buildings in the Scottsdale area and have to keep them in this condition.

Thank you, Bill Cournoyer
Desert Vista Lawn Care

--

Desert Vista Lawn Care
Bill Cournoyer
Office 480-563-1305
Cell 602-620-1993
Email Wcourno446@cox.net

**EXHIBIT B
 BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: CareScape, Inc.

Contact Name: Frank Abbott

Principal Address: 13370 W. Foxfire Dr.

Surprise, AZ. 85378

Phone: 928-777-8519 Fax: 928-776-6471

E-Mail: Frank.Abbott@CareScape.com

Local Address: 3021 Centerpointe Dr. East

Prescott, AZ. 86301

Type of Organization: Landscape Maintenance and Construction

Tax ID #: 86-1036169 License #: 8398 (OPM)

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): None

3. Disclosure of Debarment Information (§4.5.5 Disclosure): No Debarments

4. Prices:

No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238	\$1170.	\$4680.
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	1.93 2.09 per addend	84,027	\$418.	\$1672.
3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	\$54.	\$216.
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	\$54.	\$216.
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493	\$364.	\$1456.
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651	\$2.	\$8.
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around	0.07	2,872	\$14.	\$56.

	field).				
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.	0.02	845	\$4 .	\$16 .
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489	\$12 .	\$48 .
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560	\$2 .	\$8 .
11	Kid's Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356	\$66 .	\$264 .
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326	\$158 .	\$632 .
13	Riverfront Little league Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071	\$220 .	\$880 .
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.25 0.39 per addend	10,987	\$78 .	\$312 .
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459	\$130 .	\$520 .
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325	\$158 .	\$632 .
17	Perimeter of sand areas at Riverfront Park	0.13	5,635	\$26 .	\$104 .
18	Perimeter of sand areas at Garrison Park	0.04	1,617	\$8 .	\$32 .
Maintenance Department Facility Locations Total		14.60	636,472	\$2980 .	\$11,920 .

No.	Water Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845	\$54 .	\$216 .
20	Wellsite 1-2, 2344 Copper Drive	0.021	9,129	\$4 .20	\$16 .80
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752	\$18 .	\$72 .
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120	\$54 .	\$216 .
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918	\$32 .	\$128 .
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911	\$22 .	\$88 .
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811	\$18 .	\$72 .
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026	\$22 .	\$88 .
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259	\$28 .	\$112 .
28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441	\$20 .	\$80 .
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309	\$20 .	\$80 .

30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052	\$14 .	\$56 .
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274	\$54 .	\$216 .
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794	\$26 .	\$104 .
33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333	\$60 .	\$240 .
34	Wellsite 1, 413 W Yuma Street	0.56	24,500	\$112 .	\$448 .
35	Wellsite 2, 920 N Cactus Street	0.08	3,426	\$16 .	\$64 .
36	Wellsite 3, 195 N 12 th Street	0.03	1,449	\$6 .	\$24 .
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276	\$42 .	\$168 .
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594	\$80 .	\$320 .
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616	\$7.40	\$29.60
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946	\$78 .	\$312 .
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077	\$198 .	\$792 .
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518	\$388 .	\$1552 .
43	Quail Canyon	0.13	5,623	\$26 .	\$104 .
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089	\$56 .	\$224 .
45	Mesquite Hills Wellsite	0.67	29,281	\$134 .	\$536 .
Water Department Facility Locations Total		8.18	356,513	\$1636 .	\$6554 .

No.	Wastewater Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
46	Lift Station 1	0.03	1,386	\$6 .	\$24 .
47	Lift Station 2	0.04	2,006	\$8 .	\$32 .
48	Lift Station 3	0.03	1,533	\$6 .	\$24 .
49	Lift Station 4	0.02	909	\$4 .	\$16 .
50	Lift Station 5	0.03	1,570	\$6 .	\$24 .
51	Wastewater Treatment Plant	4.72	205,728	\$944 .	\$3776 .
Wastewater Department Facility Locations Total		4.89	213,132	\$978 .	\$3912 .

No.	Street Department Facility Locations	Curb Linear Feet	Approx Square Feet	Unit Price (per LF)	Total Price
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510	\$254.29	\$1017.18
53	89A, SR 260 to bridge	7,570	37,850	\$169.87	\$679.50
54	6th St., Mingus to Fir Street	15,988	79,940	\$359.73	\$1438.92
55	10th St., Main to Bridge	9,656	48,280	\$217.26	\$869.04
56	12th., Mingus to Fir Street	15,936	79,680	\$358.56	\$1434.24
57	16th., Main to Franquero	3,868	19,340	\$87.03	\$348.12
58	Willard St., Main to Fir Street	21,222	106,110	\$477.49	\$1909.98
59	Main St., 89A to North City limits	30,562	152,810	\$687.64	\$2750.58
60	Camino Real, 89A to South City Limits	7,334	36,670	\$165.01	\$660.06
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820	\$57.69	\$230.76
62	Rio Mesa, SR 260 to west City Limits	738	3,690	\$16.60	\$66.42
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610	\$484.24	\$1936.98
64	Elm St., 4th to 6th, south side	502	2,510	\$11.29	\$45.18
65	Viejo, Cove Parkway to SR 89A	2,066	10,330	\$46.48	\$185.94
66	Cottonwood St., SR 89A to east City Limits	3,186	15,930	\$71.68	\$286.74
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320	\$136.44	\$545.76
68	Aspen, 6th to east City Limits	10,452	52,260	\$235.17	\$940.68
69	Mingus Ave., west City limits to east	29,062	145,310	\$653.89	\$2615.58
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090	\$256.90	\$1027.62
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100	\$148.95	\$595.80
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300	\$100.35	\$401.40

73	Thousand Trails, SR260 to east City Limits	6,136	30,680	\$138.06	\$552.24
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630	\$56.83	\$227.34
75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140	\$45.62	\$182.50
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400	\$46.80	\$187.20
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870	\$57.91	\$231.66
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140	\$23.13	\$92.52
Street Department Facility Locations Total		238,464	1,192,320	\$5365.44	\$21,461.76

No.	Airport Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
79	4.3 miles, five foot (5') wide	2.61	114,080	\$522.	\$2088.
Airport Facility Locations Total		2.61	114,080	\$522.	\$2088.

No.	Community Services Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
80	Recreation Center, 160 S 6 th Street	0.83	35,940	\$166.	\$664.
81	Transit Building, 340 Happy Jack Way	1.62	70,572	\$324.	\$1296.
82	Pool, 160 S 6 th Street.	0.31	13,696	\$62.	\$248.
83	Library, 100 S 6 th Street.	0.78	34,037	\$156.	\$624.
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022	\$10.	\$40.
Community Services Department Facility Locations Total		3.59	156,267	\$718.	\$2872.

Summary of Departments

Department	Department Total Price	% of Total Price
Maintenance	\$11,920.00	24.5%
Water	\$6544.00	13.5%
Wastewater	\$3912.00	8.5%
Streets	\$21,461.76	43.5%
Airport	\$2088.00	4.5%
Community Services	\$2872.00	5.5%
TOTAL	\$48,797.76	100%

5. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.	Date
Addendum One	11/5/2012
Addendum Two	11/21/2012

6. Intent to be Bound by Bid: 
(Signature of Individual Authorized to Sign Bid)
- Frank Abbott
(Printed Name of Individual Authorized to Sign Bid)

**EXHIBIT B
 BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Eggen Weed Control, Inc
 Contact Name: Andrew Eggen
 Principal Address: 7619 E Greenway Road #8
Scottsdale Az 85260
 Phone: 602-996-1000 Fax: 602-996-1813
 E-Mail: eggenweed@bnswest.net
 Local Address: Same as above

Type of Organization: Arizona C-Corporation
 Tax ID #: 86-0356581 License #: BOS 4098/QP 2014

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): None

3. Disclosure of Debarment Information (§4.5.5 Disclosure): None

4. Prices:

No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price	
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238	785.00	4,592.25	
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	1.93 2.09	84,027 91,115		1,640.65	
3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910		211.95	
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910		211.95	
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493		1,428.70	
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651		7.85	
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around	0.07	2,872		✓	54.95

	field).				
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.	0.02	845	785.00	15.70
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489		47.10
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560		7.85
11	Kid's Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356		259.05
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326		620.15
13	Riverfront Little league Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071		863.50
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.25 1.39	10,987 16,923		306.15
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459		510.25
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325		620.15
17	Perimeter of sand areas at Riverfront Park	0.13	5,635		102.05
18	Perimeter of sand areas at Garrison Park	0.04	1,617	✓	31.40
Maintenance Department Facility Locations Total		14.60	636,472		11,531.65
			14,90		

No.	Water Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845	785.00	211.95
20	Wellsite 1-2, 2344 Copper Drive	0.021	9,129		16.49
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752		70.65
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120		211.95
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918		125.60
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911		86.35
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811		70.65
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026		86.35
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259		109.90
28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441		78.50
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309	✓	78.50

30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052	785.00	54.95
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274		211.95
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794		102.05
33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333		235.50
34	Wellsite 1, 413 W Yuma Street	0.56	24,500		439.60
35	Wellsite 2, 920 N Cactus Street	0.08	3,426		62.80
36	Wellsite 3, 195 N 12 th Street	0.03	1,449		23.55
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276		164.85
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594		314.00
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616		29.05
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946		306.15
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077		777.15
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518		1,522.90
43	Quail Canyon	0.13	5,623		102.05
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089		219.80
45	Mesquite Hills Wellsite	0.67	29,281		525.95
Water Department Facility Locations Total		8.18	356,513		6239.19

No.	Wastewater Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
46	Lift Station 1	0.03	1,386	785.00	23.55
47	Lift Station 2	0.04	2,006		31.40
48	Lift Station 3	0.03	1,533		23.55
49	Lift Station 4	0.02	909		15.70
50	Lift Station 5	0.03	1,570		23.55
51	Wastewater Treatment Plant	4.72	205,728		3705.20
Wastewater Department Facility Locations Total		4.89	213,132		3,822.95

No.	Street Department Facility Locations	Curb Linear Feet	Approx Square Feet	Unit Price (per LF)	Total Price
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510	20903	1020.57
53	89A, SR 260 to bridge	7,570	37,850		683.57
54	6th St., Mingus to Fir Street	15,988	79,940		1443.72
55	10th St., Main to Bridge	9,656	48,280		871.94
56	12th., Mingus to Fir Street	15,936	79,680		1439.02
57	16th., Main to Franquero	3,868	19,340		349.28
58	Willard St., Main to Fir Street	21,222	106,110		1916.35
59	Main St., 89A to North City limits	30,562	152,810		2759.75
60	Camino Real, 89A to South City Limits	7,334	36,670		662.76
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820		231.53
62	Rio Mesa, SR 260 to west City Limits	738	3,690		66.64
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610		1943.44
64	Elm St., 4th to 6th, south side	502	2,510		45.33
65	Viejo, Cove Parkway to SR 89A	2,066	10,330		186.56
66	Cottonwood St., SR 89A to east City Limits	3,186	15,930		287.70
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320		547.58
68	Aspen, 6th to east City Limits	10,452	52,260		943.82
69	Mingus Ave., west City limits to east	29,062	145,310		2624.30
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090		1031.05
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100		597.79
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300		402.74

73	Thousand Trails, SR260 to east City Limits	6,136	30,680	785.00	554.08
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630		238.10
75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140		183.13
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400		181.82
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870		232.43
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140	✓	92.83
Street Department Facility Locations Total		238,464	1,192,320		21,533.33

No.	Airport Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
79	4.3 miles, five foot (5') wide	2.61	114,080	785.00	2048.85
Airport Facility Locations Total		2.61	114,080	↓	2048.85

No.	Community Services Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
80	Recreation Center, 160 S 6 th Street	0.83	35,940	785.00	651.55
81	Transit Building, 340 Happy Jack Way	1.62	70,572		1,507.20
82	Pool, 160 S 6 th Street.	0.31	13,696		243.35
83	Library, 100 S 6 th Street.	0.78	34,037		612.30
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022	✓	39.25
Community Services Department Facility Locations Total		3.59	156,267		3,053.65

Summary of Departments

Department	Department Total Price	% of Total Price
Maintenance	11,531.65	24 %
Water	6,239.19	13 %
Wastewater	3,822.95	8 %
Streets	21,533.33	45 %
Airport	2,048.85	4 %
Community Services	3,053.65	6 %
TOTAL	48,229.62	100 %

5. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.

Date

one

11/21/2012

6. Intent to be Bound by Bid:

Andrew G. Eagen
(Signature of Individual Authorized to Sign Bid)

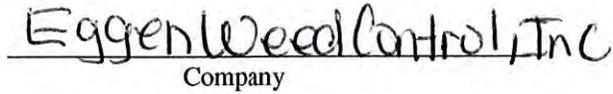
Andrew G. Eagen
(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No ~~2013-PW-04~~ I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.


Signature of Bidder


Company

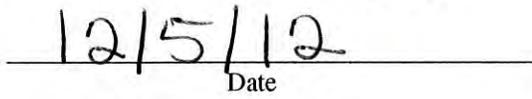

Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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.

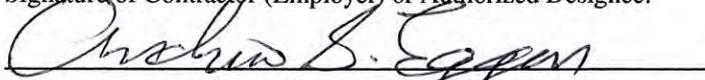
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	2013-PW-04		
Name (as listed in the contract):	Eggen Weed Control Inc		
Street Name and Number:	7619 E Greenway Road		
City:	State:	Zip Code:	
Scottsdale	AZ	85260	

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Andrew B. Eggen

Title: Owner / President

Date (month/day/year): 12/5/2012

**EXHIBIT E
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.

- C. List any convictions or civil judgments under state or federal antitrust statutes.

- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

- E. List any prior suspensions or debarments by any governmental agency.

- F. List any contracts not completed on time.

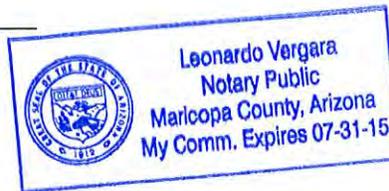
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.

- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

I, Andrew Eggen, as owner / President
Name of individual Title & Authority
 of Eggen Weed Control, Inc, declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: Andrew B. Eggen
(Signature of Individual/Representative)



STATE OF: _____)
) ss.
 COUNTY OF: _____)

On this the 5TH day of DECEMBER, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared ANDREW DALE LN, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

SEAL

 NOTARY PUBLIC

My Commission Expires: 7-31-2015



7619 East Greenway Road, Scottsdale, AZ 85260 (602) 996.1000

December 5, 2012

City of Cottonwood
816 North Main Street
Cottonwood, AZ 86326

To Whom It May Concern:

Eggen Weed Control, Inc. (EWC) is currently and has always been in good standing with the State of Arizona Office of Pest Management since its inception. EWC was started in 1968 and has been a fully incorporated venture in Arizona since 1978. Our revenue for fiscal 2011-2012 was 1.2 million dollars, all of which is from weed control.

Since our beginning in 1968 we have been involved in all facets of ground application at varied types of sites including; custom crop application, aquatic, utility, airport, military base, explosives manufacturing, proving grounds, unified school districts, and many municipal weed control contracts. Those contracts include the cities of Glendale, Avondale, Surprise, Phoenix, Scottsdale, Mesa, and Gilbert.

Our largest market since our beginning has been private residential homeowners, private business, and HOA's large and small. A few of our large HOA's have been Mountain Park Ranch (Phoenix), Anthem, Sun City West, and Sun City Grand.

Our entire staff is made up of career weed control professionals. The average employment with EWC is 20+ years and includes field, sales, and all other employees. The personnel who learn your city's weed control needs will service it throughout the contract. They are the highest quality weed personnel available anywhere.

We will have several techs supply service; airport techs to the airport, techs for water well sites and landscape and ROW specialists. Our goal will always be to produce the needed spraying as safely and efficiently as possible. Safety to residents and visitors of Cottonwood, their pets and property, is our prime consideration while providing the highest quality weed control at the most competitive price. We consider the safety of our job sites and our impact on its environment as well as adjacent environments our number 1 concern.

Regards,


Andrew Eggen
President

Commercial & Residential Weed Control Specialist



TRANSPORTATION DEPARTMENT
300 East Sixth St., Mesa AZ 85211

December 4, 2012

To Whom It May Concern:

Eggen Weed Control, Inc. has provided The City of Mesa Transportation Field Operations Division with weed control services on our right of ways, medians and miscellaneous areas from November 2005 to October 2008.

We have been pleased with their service and they are a contractor in good standing with The City of Mesa Transportation Department and we have no reservations in recommending them as a service provider.

Please feel free to contact me if you need any further information.

Thank you,

A handwritten signature in black ink that reads "Jonathan Arnold". The signature is written in a cursive style with a large initial 'J'.

Jonathan Arnold
Lead Contract Specialist

Office (480) 644-4728
Jonathan.arnold@mesaaz.gov



December 4, 2012

To Whom It May Concern:

Eggen Weed Control, Inc. has provided The City of Avondale Public Works Department weed control services on our well sites and booster stations areas from January 2003 through February 2010.

We have been pleased with their service and they are a contractor in good standing with The City of Avondale Public Works Department

Please feel free to contact me if you need any further information.

Thank you,

Leonard Scheid
City of Avondale
Water Production Supervisor
399 E Lower Buckeye RD #180
Avondale, AZ 85323
623-333-4419
lscheid@avondale.org



PHOENIX-MESA GATEWAY AIRPORT
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315

December 4, 2012

To Whom It May Concern:

Eggen Weed Control, Inc. has provided Phoenix-Mesa Gateway Airport weed control services on our airfields and landside areas since 1999 and is currently under contract.

We have been pleased with their service and they are a contractor in good standing with Phoenix-Mesa Gateway Airport.

Please feel free to contact me if you need any further information.

Thank you,

Brett Williams
Direct (480)988-7542
Supervisor – Operations & Maintenance
Phoenix-Mesa Gateway Airport
6263 South Taxiway Circle
Mesa, AZ 85212-6399

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Eggen Weed Control, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) 7619 East Greenway Road, #8	Requester's name and address (optional)
City, state, and ZIP code Scottsdale, AZ 85260	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
Employer identification number										
8	6		-	0	3	5	6	5	8	1

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

JANICE K BREWER
Governor

Arizona Department of Agriculture
Office Of Pest Management

DONALD BUTLER
Director

1688 West Adams Street, Phoenix, AZ 85007
(602)255-3664 Phone; (602)255-1281 Fax
<http://www.azda.gov>

BUSINESS LICENSE

Non-Transferable

EGGEN WEED CONTROL, INC.
Business License Number: 4098

Has been licensed since 02/08/1969, and is authorized to provide pest management services in Arizona for the year 2013, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Office Of Pest Management's laws and rules.

This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Office Of Pest Management's website at www.sb.state.az.us or contact the Office Of Pest management.

Printed: 11/02/2012

Printed By: 4098

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Non-Transferable

**Arizona Department of Agriculture
Office Of Pest Management**

Printed: 11/02/2012
Printed By: 2074

1688 West Adams Street, Phoenix, AZ 85007
(602)255-3664 Phone; (602)255-1281 Fax
<http://www.azda.gov>

License No: 2074



Qualifying Party License

QP Licensed Categories	Expires	Status
B1 - General PC/Public Health	12/31/2013	Active
B3 - Right Of Way/Weeds	12/31/2013	Active
B5 - Turf & Ornamentals	12/31/2013	Active

ISSUED TO:

1000004821
ANDREW GORDON EGGEN
7619 E GREENWAY
SCOTTSDALE AZ 85260



This license MUST be renewed by December 1 of each year, and shall expire on December 31 of each year.

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Non-Transferable

STATE OF ARIZONA
Office Of Pest Management
9535 E. Doubletree Ranch Rd.
(602)255-3664
www.sb.state.az.us

Printed: 05/16/2011
Printed By: 920209

License No: 920209

Applicator License



Licensed Categories	Expires	Status
B1 - General PC\Public Health	05/31/2012	Active
B3 - Right of Way\Weeds	05/31/2012	Active
B5 - Turf & Ornamental	05/31/2012	Active

ISSUED TO:

1000004821
ANDREW GORDON EGGEN
7619 E GREENWAY
SCOTTSDALE AZ 85260

This license MUST be renewed by May 1 of each year, and shall expire on May 31 of each year.

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Eggen Weed Control, Inc Applicators/Supervisors as of 10/1/12

Name	Title	Date of Hire	Certification #
Trini Castro	Applicator	01/19/05	060110
Spencer Clifton	Senior Applicator	03/13/91	940945
Andrew Eggen	Senior Applicator	06/01/78	920209
Donald Eggen	Senior Applicator	07/01/83	890441
Peter Merring	Applicator	11/25/02	030159
Paul Munroe	Applicator	03/21/88	980665
Dagoberto Melgoza	Applicator	07/19/05	051232
Tim White	Applicator	12/13/95	960127
John Zondlo	Senior Applicator	04/12/82	071138

Eggen Weed Control, Inc. - Vehicles

Updated 10/1/12

<u>Unit #</u>	<u>Yr/Model</u>	<u>Description</u>	<u>Vehicle ID #</u>	<u>Plate #</u>
1	1986 GMC	1/2 ton PU	1GTEC14H3GJ516621	4BR779
2	1980 GMC	1/2 ton PU	TKM24AJ501269	4AY411
3	1985 Chev	3/4 ton PU	1GBQC24J2FS160273	CB24566
4	1977 GMC	1 ton CC	TC53372530014	4JK943
5	2003 Ford	1 ton PU	1FTSF30L33EB11166	CC32868
6	2001 Ford	Service Rig	1FDAF56F11EB79290	CB75066
7	1983 GMC	1 ton CC	1GDHC34JXDV519334	3JF148
8	1986 GMC	2 ton CC	1GDG6D1FXGV518472	3RP962
9	1985 GMC	1/2 ton CC	1GTDC14H3FJ504124	3MJ298
10	1983 GMC	1 ton CC	1GDHC34M3DV532453	3RV322
11	1985 GMC	1 ton CC	1GDHC34M0FV604857	3PS891
12	2003 Chev	Tahoe	1GNEC13V43J322270	CB61236
14	1986 Ford	3/4 ton PU	1FTHF2516GPB41395	3VK746
15	2004 Ford	3/4 ton PU	3FTNX20L14MA06691	CC97927

Eggen Weed Control, Inc. – Equipment List

Updates 10/1/12

<u>Year / Model</u>	<u>Use / Description</u>
2001 Ford Tractor	Mounted spray rig
1995 Ford Tractor	Mounted spray rig
2002 Load Trailer	Debris removal
2002 Load Trailer	Debris removal
2002 GME Chipper	Chipping of trees and shrubs
1998 Vrisimo Flail Mower	Mowing of weeds
1997 Workhorse Cart	Mounted spray rig
2001 Workhorse Cart	Mounted spray rig
2001 Workhorse Cart	Mounted spray rig
2002 Workhorse Cart	Mounted spray rig

EXHIBIT B BID SECTION

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: University Termite and Pest Control, Inc.

Contact Name: Douglas Brunner, Contract Administrator

Principal Address: 3930 E. Tennessee Street
Tucson, Arizona 85714-2148

Phone: 800-887-4146 Fax: 520-790-1904

E-Mail: dougbrunner@bepestfree.com or info@bepestfree.com

Local Address: _____

Type of Organization: for profit S Corporation

Tax ID #: 86-0379896 License #: 4114 (AZ Dept. of Ag. Office of Pest Mgmt.)

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): NONE

3. Disclosure of Debarment Information (§4.5.5 Disclosure): NO DISBARMENT OR SUSPENSION

4. Prices:

No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238	\$1,742.40	\$10,193.04
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	1.93 addendum #1 2.09	84,027 91,115	\$1,742.40	\$3,641.62
3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	\$1,742.40	\$470.45
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910	\$1,742.40	\$470.45
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493	\$1,72.40	\$3,171.17
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651	\$1,742.40	\$17.43
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around	0.07	2,872	\$1,742.40	\$121.97

	field).				
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.	0.02	845	\$1,742.40	\$34.85
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489	\$1742.40	\$104.55
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560	\$1,742.40	\$17.43
11	Kid's Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356	\$1,742.40	\$575.00
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326	\$1,742.40	1,376.50
13	Riverfront Little league Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071	\$1,742.40	\$1,916.64
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.25 Addendum # 1 0.39	10,987 16,923	\$1,742.40	\$679.54
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459	\$1,742.40	\$1,132.56
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325	\$1,742.40	\$1,376.50
17	Perimeter of sand areas at Riverfront Park	0.13	5,635	\$1,742.40	\$226.52
18	Perimeter of sand areas at Garrison Park	0.04	1,617	\$1,742.40	\$69.70
Maintenance Department Facility Locations Total		14.60	636,472		\$25,595.92

Addendum # 1

14.90

649,496

No.	Water Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845	\$1,742.40	\$470.45
20	Wellsite 1-2, 2344 Copper Drive (error - should be 0.21)	0.021	9,129	\$1,742.40	\$365.91
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752	\$1,742.40	\$156.82
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120	\$1,742.40	\$470.45
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918	\$1,742.40	\$278.79
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911	\$1,742.40	\$191.67
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811	\$1,742.40	\$156.82
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026	\$1,742.40	\$191.67
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259	\$1,742.40	\$243.94
28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441	\$1,742.40	\$174.24
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309	\$1,742.40	\$174.24

30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052	\$1,742.40	\$121.97
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274	\$1,742.40	\$470.45
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794	\$1,742.40	\$226.52
33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333	\$1,742.40	\$522.72
34	Wellsite 1, 413 W Yuma Street	0.56	24,500	\$1,742.40	\$975.75
35	Wellsite 2, 920 N Cactus Street	0.08	3,426	\$1,742.40	\$139.40
36	Wellsite 3, 195 N 12 th Street	0.03	1,449	\$1,742.40	\$52.28
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276	\$1,742.40	\$365.91
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594	\$1,742.40	\$696.96
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616	\$1,742.40	\$64.47
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946	\$1,742.40	\$679.54
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077	\$1,742.40	\$1,742.98
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518	\$1,742.40	\$3,380.26
43	Quail Canyon	0.13	5,623	\$1,742.40	\$226.52
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089	\$1,742.40	\$487.88
45	Mesquite Hills Wellsite	0.67	29,281	\$1,742.40	\$1,167.41
Water Department Facility Locations Total		8.18	356,513		\$14,195.99

No.	Wastewater Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
46	Lift Station 1	0.03	1,386	\$1,742.40	\$52.28
47	Lift Station 2	0.04	2,006	\$1,742.40	\$69.70
48	Lift Station 3	0.03	1,533	\$1,742.40	\$52.28
49	Lift Station 4	0.02	909	\$1,742.40	\$34.85
50	Lift Station 5	0.03	1,570	\$1,742.40	\$52.28
51	Wastewater Treatment Plant	4.72	205,728	\$1,742.40	\$8,224.13
Wastewater Department Facility Locations Total		4.89	213,132		\$8,485.52

No.	Street Department Facility Locations	Curb Linear Feet	Approx Square Feet	Unit Price (per LF)	Total Price
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510	\$0.20	\$2,260.40
53	89A, SR 260 to bridge	7,570	37,850	\$0.20	\$1,514.00
54	6th St., Mingus to Fir Street	15,988	79,940	\$0.20	\$3,197.60
55	10th St., Main to Bridge	9,656	48,280	\$0.20	\$1,931.20
56	12th., Mingus to Fir Street	15,936	79,680	\$0.20	\$3,187.20
57	16th., Main to Franquero	3,868	19,340	\$0.20	\$773.60
58	Willard St., Main to Fir Street	21,222	106,110	\$0.20	\$4,244.40
59	Main St., 89A to North City limits	30,562	152,810	\$0.20	\$6,112.40
60	Camino Real, 89A to South City Limits	7,334	36,670	\$0.20	\$1,466.80
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820	\$0.20	\$512.80
62	Rio Mesa, SR 260 to west City Limits	738	3,690	\$0.20	\$147.60
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610	\$0.20	\$4,304.40
64	Elm St., 4th to 6th, south side	502	2,510	\$0.20	\$100.40
65	Viejo, Cove Parkway to SR 89A	2,066	10,330	\$0.20	\$413.20
66	Cottonwood St., SR 89A to east City Limits	3,186	15,930	\$0.20	\$637.20
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320	\$0.20	\$1,212.80
68	Aspen, 6th to east City Limits	10,452	52,260	\$0.20	\$2,090.40
69	Mingus Ave., west City limits to east	29,062	145,310	\$0.20	\$5,812.40
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090	\$0.20	\$2,283.60
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100	\$0.20	\$1,324.00
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300	\$0.20	\$892.00

73	Thousand Trails, SR260 to east City Limits	6,136	30,680	\$0.20	\$613.60
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630	\$0.20	\$505.20
75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140	\$0.20	\$405.60
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400	\$0.20	\$416.00
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870	\$0.20	\$514.80
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140	\$0.20	\$205.60
Street Department Facility Locations Total		238,464	1,192,320		\$ 47,079.20

No.	Airport Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
79	4.3 miles, five foot (5') wide	2.61	114,080	\$1,742.40	\$4,547.67
Airport Facility Locations Total		2.61	114,080		\$4,547.67

No.	Community Services Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
80	Recreation Center, 160 S 6 th Street	0.83	35,940	\$1,742.40	\$1,446.20
81	Transit Building, 340 Happy Jack Way	1.62	70,572	\$1,742.40	\$2,822.69
82	Pool, 160 S 6 th Street.	0.31	13,696	\$1,742.40	\$540.15
83	Library, 100 S 6 th Street.	0.78	34,037	\$1,742.40	\$1,359.08
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022	\$1,742.40	\$87.12
Community Services Department Facility Locations Total		3.59	156,267		\$6,255.24

Summary of Departments

Department	Department Total Price	% of Total Price
Maintenance	\$25,595.92	24.1%
Water	\$14,195.99	13.4%
Wastewater	\$8,485.52	8.0%
Streets	\$47,079.20	44.3%
Airport	\$4,547.67	4.3%
Community Services	\$6,255.24	5.9%
TOTAL	\$106,159.54	100.0%

5. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
1	November 21, 2012
_____	_____
_____	_____

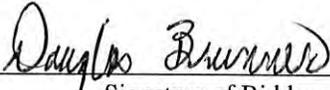
6. Intent to be Bound by Bid: _____
(Signature of Individual Authorized to Sign Bid)
- Douglas Brunner

(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013-PW-04, I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Bidder

University Termite and Pest Control, Inc.

Company

December 4, 2012

Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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.

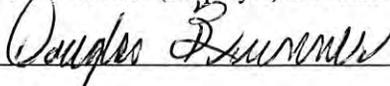
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Douglas Brunner

Title: Contract Administrator

Date (month/day/year): December 4, 2012

**EXHIBIT E
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
none
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
none
- C. List any convictions or civil judgments under state or federal antitrust statutes.
none
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
none
- E. List any prior suspensions or debarments by any governmental agency.
none
- F. List any contracts not completed on time.
none
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
none
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
none

I, Douglas Brunner, as Contract Administrator
Name of individual Title & Authority

of University Termite and Pest Control, Inc., declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: *Douglas Brunner*
(Signature of Individual/Representative)



STATE OF: Arizona)
) ss.
COUNTY OF: Pima)

On this the 4th day of December, 20 12, before me, the undersigned NOTARY PUBLIC, personally appeared Douglas Brunner, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Fred Massino Fred Massino
NOTARY PUBLIC

SEAL
My Commission Expires: 9-6-14

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF: Arizona)
) ss
CITY OF: Tucson)

University Termite and Pest Control, Inc.; Douglas Brunner
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is Contract Administrator of University Termite and Pest Control, Inc.
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

University Termite and Pest Control, Inc.
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Weed Eradication

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: *Douglas Brunner*
(Signature of Individual/Representative)

STATE OF: Arizona)
) ss.
COUNTY OF: Pima)

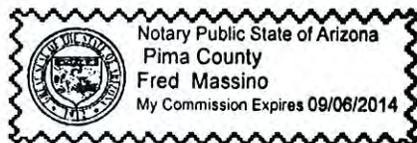
On this the 4th day of December, 2012, before me, the undersigned NOTARY PUBLIC, personally appeared Douglas Brunner, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Fred Massino Fred Massino
NOTARY PUBLIC

SEAL

My Commission Expires: 9-6-14



JANICE K BREWER
Governor

**Arizona Department of Agriculture
Office Of Pest Management**

DONALD BUTLER
Director

BUSINESS LICENSE

1688 West Adams Street Phoenix, AZ 85007
(602)255-3664 Phone; (602) 255-1281 fax
<http://www.azda.gov>

Non-Transferable

UNIVERSITY TERMITE & P.C., INC.
Business License number: 4114

Has been licensed since 10/10/1997, and is authorized to provide pest management services in Arizona for the year 2012, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Office Of Pest Management's laws and rules.

This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Office Of Pest Management's website at www.sb.state.az.us or contact the Office Of Pest Management.

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Printed: 11/02/2011
Printed By: DBACHMANN

Non-Transferable

**Arizona Department of Agriculture
Office Of Pest Management**

Printed: 11/01/2012
Printed By: 30243

1688 West Adams Street, Phoenix, AZ 85007
(602)255-3664 Phone; (602)255-1281 Fax
<http://www.azda.gov>

License No: 30243



Qualifying Party License

QP Licensed Categories	Expires	Status
B1 - General PC/Public Health	12/31/2013	Active
B2 - Wood Destroying (Tree)	12/31/2013	Active
B3 - Right Of Way/Weeds	12/31/2013	Active
B5 - Turf & Ornamentals	12/31/2013	Active
B8 - Wood Destroying (Inspect)	12/31/2013	Active

ISSUED TO:

1000011313
RYAN LADD HORN
7635 E. CALLE LOS ARBOLES
TUCSON AZ 85750



This license MUST be renewed by December 1 of each year, and shall expire on December 31 of each year.

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) University Termite and Pest Control, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 3930 E. Tennessee Street		Requester's name and address (optional)
City, state, and ZIP code Tucson, Arizona 85714-2148		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

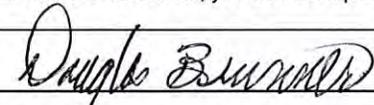
Social security number									
Employer identification number									
8	6		0	3	7	9	8	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12-4-12
------------------	--	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:	INVITATION FOR BIDS
COMMODITY/SERVICE SOUGHT:	Weed Eradication
SOLICITATION INVITATION NO.:	2013-PW-04
BID DUE DATE AND TIME:	December 6, 2012 – 2:00 pm local Arizona time
LOCATION:	City of Cottonwood Administrative Services Department Purchasing Division 816 N. Main Street Cottonwood, Arizona 86326

Note: There will be a Pre-Bid Conference at the Development Services Conference Room, 111 North Main Street, Cottonwood, Arizona, on Thursday November 15, 2012 at 10 a.m. local Arizona time.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714 or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

Sealed bids for the commodity or service specified will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, AZ 86326, until the time and date cited above. Bids received by the correct time and date will be opened publicly and the prices shall be read aloud at the Purchasing Division Office.

Bids must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals **will not** be considered under any circumstances.

Bids must be submitted in a sealed envelope with the solicitation invitation number and the Bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten. Additional instructions for preparing your bid are provided in the Information and Instructions to Bidders.

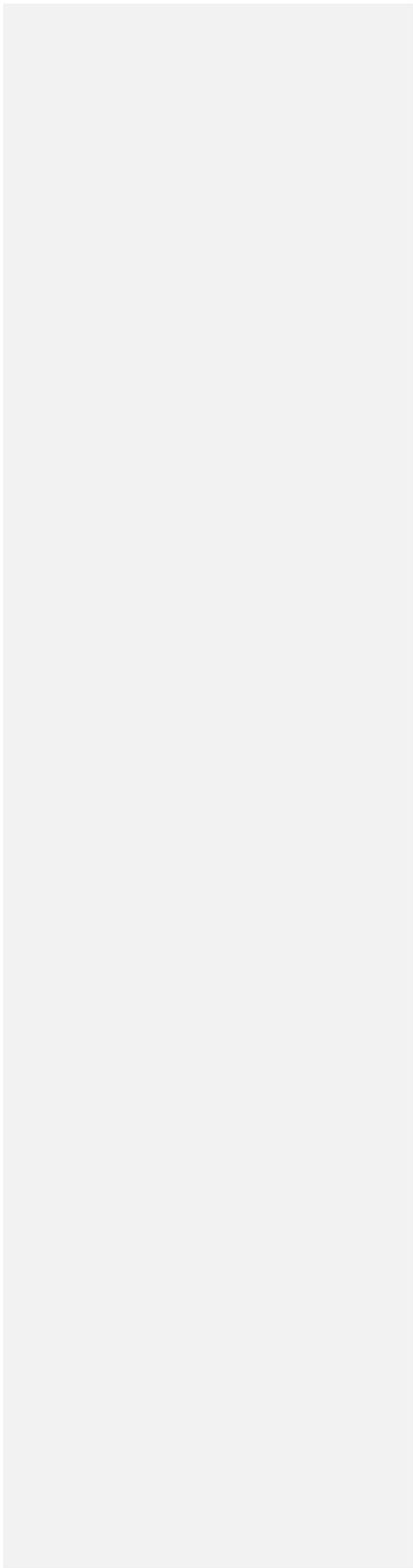
Publish Date: Verde Independent – **Sunday, November 3 and Sunday November 10, 2012**

PUBLISHERS AFFIDAVIT REQUIRED

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BIDDER'S CHECK LIST



- 1. The bid has been signed in the Bid Section (Exhibit B). Bids not signed in this section will **not** be considered.
- 2. The bid prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bidders, Section 4.5).
- 6. Any addendums have been included/noted on Bid Section.
- 7. Certificate of Insurability (Exhibit C) has been signed and included with bid.
- 8. Contractor Immigration Warranty (Exhibit D) has been signed and included with bid.
- 9. Disclosure of Responsibility Statement (Exhibit E) has been signed and included with bid.
- 10. Non-Collusion Affidavit (Exhibit F) has been signed and included with bid.
- 11. Form W-9 (available on www.irs.gov) has been completed and included with bid.
- 12. Bid package/envelope has been identified with bid number and title.
- 13. The mailing envelope/package has been addressed to:

Location:
City of Cottonwood Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326
- 14. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. INVITATION FOR BID (IFB)

This solicitation is an Invitation for Bid for weed eradication services throughout the City of Cottonwood.

2. GENERAL INFORMATION

- 2.1. Bids must be received by the City of Cottonwood, Purchasing Division Office, 816 N. Main Street, Cottonwood, Arizona 86326, on or before **2:00 pm** local Arizona time, on **December 6, 2012**. **Late bids will not be accepted.**
- 2.2. **Late Bids.** Late submittals and/or unsigned bids will not be considered under any circumstances. Envelopes containing bids with insufficient postage will not be accepted by the City. It is the sole responsibility of the Bidder to see that his/her bid is delivered and received by the proper time and at the proper place.
- 2.3. **Pre-Bid Conference.** A Pre-Bid Conference has been scheduled for **Thursday November 15, 2012 at 10 a.m.** local Arizona time at the City of Cottonwood (City) Development Services Conference Room, 111 N. Main Street, Cottonwood, AZ. Bidders should raise any questions about the IFB at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the IFB will be responded to by City through a written Solicitation Addendum. Should you be unable to attend the meeting, please contact the Purchasing Manager listed on page one, preferably before the conference with any questions.
- 2.4. **Addendum.** This IFB may only be modified by a written addendum. Potential Bidders are responsible for obtaining all addendums via the City's vendor registration/notification system (publicpurchase.com) or other means. See Paragraph 2.13 for registration instructions.
- 2.5. **Sealed Envelope or Package.** Each bid shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as a bid and be marked with name of the Bidder and solicitation number. City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 2.6. **Bid Amendment or Withdrawal.** A bid may be withdrawn anytime before the bid due date and time. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided by applicable law.
- 2.7. **Bid Opening.** Bids shall be opened and prices shall be read on the date and time, and the place designated on the Notice page of this document, unless amended in writing by the Purchasing Manager issuing the IFB. Bids, modifications and all other information received in response to the IFB shall be shown only to authorized City personnel having a legitimate interest in the evaluation.
- 2.8. **Public Record.** All bids submitted in response to this IFB and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council meeting or award by the appropriate approving authority or otherwise provided by law.
 - 2.10.1 Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in bids submitted, and the information sought to be protected clearly marked as proprietary.
 - 2.10.2 The City will not insure confidentiality of any portion of the bid documents that are submitted in the event that a public record request is made.
 - 2.10.3 The City will provide forty-eight (48) hours notice before releasing materials identified by the bid as confidential or proprietary in order for the Bidder to apply for a court order blocking the release of the information.

- 2.9. Cost of Bid Preparation.** The City will not reimburse any Bidder the cost of responding to this IFB.
- 2.10. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.11. Bid Acceptance Period.** All bids shall remain open for sixty (60) days after the day of the opening of bids, but City may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his bid during this period without written permission from the City. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.12. Term of Agreement (Contract).** The successful Bidder shall enter into an Agreement with the City for an initial period of one (1) year with the option to renew the Agreement for two (2) additional one (1) year periods at the discretion of the Cottonwood City Council.
- 2.13. Vendor Registration.** Vendors (Offerors) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.
- 2.14. Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted 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.
- 2.15.** The Bidder understands that the Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption due to the nature of the item, Bidder shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

3. DESCRIPTION OF GOODS OR SERVICES BEING PROCURED

- 3.1.** The City of Cottonwood is seeking bids from qualified Bidders for weed eradication services throughout the City of Cottonwood. The successful Bidder shall furnish weed control (post-emergent) services at minimum of two (2) times per year to areas specified and pre-emergent applications at minimum of two (2) times per year. This shall include the need to do spot eradication to site locations observed with additional or heavy weed growth/infestations above normal application time frames identified in order to maintain control of weeds where necessary.

4. BID PREPARATION

- 4.1. Format.** Bidders shall submit the original copy of their bid on the forms provided in this solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. **SUBMITTALS SHOULD BE BOUND BY STAPLE OR BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. No Facsimile or Electronic Mail Bids.** Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail bid shall be rejected.

- 4.3. Typed or Ink Corrections.** The bid shall be typed or in ink. Erasures, interlineations or other modifications in the bid shall be initialed in ink by the person signing the bid.
- 4.4. No Modifications.** Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.
- 4.5. Bid Section.** The Bid Section (Exhibit B) shall contain all of the following information:
- 4.5.1** Brief description of the Bidder, including legal organization. Include name, address, phone, fax, e-mail and location of the firm's principle and local office.
 - 4.5.2 Tax ID Number.** Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification Number in the space provided in the Bid Section.
 - 4.5.3 Licenses.** Please list all applicable licenses and numbers. Bidder shall provide proof of proper State of Arizona qualifying license/certifications to do the work as described according to industry standards and by law. Bidder shall provide a copy of current herbicide license with the State of Arizona.
 - 4.5.4 Exceptions to IFB.** Any exceptions to the specifications or form of Contract must be included with the bid and submitted in the 'Exceptions to IFB' area in the Bid Section or equivalent in which the Bidder clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed form of Contract is included as a part of this IFB. The bid must include a statement that the Bidder has reviewed the specifications and Contract and lists any objections to them. Any objections to specifications or the form of Contract will be considered and included in City's evaluation of the bid. If Bidder fails to list any objections to the specifications or form of Contract, Bidder will not be allowed to raise any objections later if selected for award. A bid that takes exception to a material requirement of any part of the IFB, specifications or form of Contract, shall be rejected as non-responsive.
 - 4.5.5 Disclosure.** If the firm, business or person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the bid. The Bidder shall include a letter with its bid setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
 - 4.5.6 Prices.** Prices shall be listed in the Bid Section and shall include all freight, insurance, warranty costs, and any other applicable costs.
 - 4.5.7 Solicitation Addendum Acknowledgement.** Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the bid on the bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the bid.
 - 4.5.8 Evidence of Intent to be Bound.** The Bid Section within the IFB shall be submitted with the bid and shall include a signature by a person authorized to sign the bid. The signature shall signify the Bidder's intent to be bound by its bid and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the bid.
- 4.6. References.** Bidder shall submit a minimum of two (2) qualified letters of reference for similar or like

kind operations.

- 4.7. Statement of Ability.** Bidder shall submit a letter from the owner/manager indicating that the company has the resources, equipment, manpower and transportation necessary to complete the job tasks as outlined in this Invitation for Bid. In addition, the owner/manager shall identify that they are in and have been in good standing (with no complaints or negative documentation) with the State of Arizona Office of Pest Management for the past five (5) years.
- 4.8. Financial Statement.** Bidder shall furnish, upon request, two (2) copies of the Bidder's most recent financial statement and/or other evidence of his qualifications as may be requested by City. If a Bidder fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Bidder's entire bid. A financial statement must be notarized by a Notary Public licensed in the Applicant's state of business.
- 4.9. Insurance.** The Bidder shall submit the enclosed Certificate of Insurability (Exhibit C) with their bid to the City.

The successful Bidder shall agree to carry all insurance which may be required by Federal and State laws, County and City ordinances, regulations and codes in the amounts specified below and shall keep such insurance coverage in force throughout the life of the Contract.

Minimum Requirements

General Liability	\$1,000,000 per Occurrence
Products/Completed Operations	\$1,000,000 per Occurrence
Automobile Liability	\$1,000,000 per Occurrence
Worker's Compensation	Statutory Requirements
Employer's Liability	\$500,000 per Occurrence

Liability policy shall include coverage for:

- 1. Liability assumed in agreements in effect in connection with insurer's operations.
- 2. All owned, hired, or non-owned automotive and truck equipment used in connection with the insured operation.

The successful Bidder must furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

The successful Bidder's insurance is primary as to any claims resulting from the Contract.

These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage on any policy. Neither the successful Bidder nor any subcontractor shall commence work under a Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the successful Bidder's risk until final acceptance by the City.

The City shall have no responsibility or liability for such insurance coverage.

- 4.10. Indemnification.** To the fullest extent permitted by law, the successful Bidder shall defend, indemnify and hold harmless the City, 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 the successful Bidder's work or services. The successful Bidder's duty to defend, hold harmless and indemnify the City, 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 the successful Bidder, anyone directly or indirectly employed by them or anyone for whose acts the successful Bidder may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City.

- 4.11. Single Award Contract.** This is an all or nothing bid. All items within this IFB have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this IFB, the Bidder is required to provide prices on all items within this IFB. Failure to provide pricing for any item within the IFB shall result in the bid being declared non-responsive.
- 4.12. Contractor Immigration Warranty.** The Bidder shall submit the enclosed Contractor Immigration Warranty (Exhibit D) with their bid to the City.
- 4.13. Compliance with Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.
- 4.14. Disclosure of Responsibility Statement.** The Bidder shall submit the enclosed Disclosure of Responsibility Statement (Exhibit E) with its bid.
- 4.15. Non-Collusion Affidavit.** The Bidder shall submit the enclosed Non-Collusion Affidavit (Exhibit F) certifying that the Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid.
- 4.16. IRS Form W-9.** The Bidder shall submit a completed Form W-9 (available on the IRS website at www.irs.gov) with its bid.
- 4.17. Non-Discrimination.** By signing and submitting the bid, Bidder certifies that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

- 4.18. **Iran and Sudan.** By signing and submitting the bid, the Bidder certifies that pursuant to A.R.S. § 35.391.06 and § 35-393.06, contractor does not have a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Iran or Sudan.

5. INQUIRIES

- 5.1. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire IFB, seek clarification (inquiries), and examine its bid for accuracy before submitting the bid. Lack of care in preparing a bid shall not be grounds for modifying or withdrawing the bid after the bid due date and time, nor shall it give rise to any Contract claim.
- 5.2. **Contact Person.** Any inquiry related to the IFB, including any requests for or inquiries regarding standards referenced in the IFB should be directed solely to the Purchasing Manager listed on the cover page of the IFB. The Bidder shall not contact or direct inquiries concerning this IFB to any other City employee unless the IFB specifically identifies a person other than the Purchasing Manager as a contact.
- 5.3. **Submission of Inquiries.** All inquiries except those at the Pre-Bid Conference shall be submitted in writing or email and shall refer to the appropriate Solicitation Number, page and paragraph. Do not place the Solicitation Number on the outside of the envelope containing that inquiry, since it may then be identified as a bid and not be opened until after the bid due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.
- 5.4. **Timeliness.** Any inquiry or exception to the IFB shall be submitted as soon as possible and should be submitted at least ten (10) days before the bid due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 5.5. **No Right to Rely on Verbal Responses.** A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the IFB.

6. EVALUATION

- 6.1. **Disqualification.** A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its bid rejected.
- 6.2. **Clarifications.** City reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the bid and does not give Bidder an opportunity to revise or modify its bid.
- 6.3. **Waiver and Rejection Rights.** City reserves the right to reject any or all bids or to cancel the solicitation altogether, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of the respective bids received.
- 6.4. **Taxes.** All applicable taxes stated in the bid shall not be considered by the City when determining the lowest bid or evaluating proposals.
- 6.5. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

7. AWARD

- 7.1. **Lowest Bid.** If an agreement (contract) is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Section 6 above.
- 7.2. **Execution of Agreement.** Within ten (10) days of notice that Bidder is the apparent awardee, Bidder shall execute and return the original Agreement for Services to the Purchasing Manager.

8. PROTESTS

8.1. A protest must be in writing and be filed with the Purchasing Office. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed before the City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

- The name, address and telephone number of the protester.
- The signature of the protester or its representative.
- Identification of the project and the Solicitation or Contract Number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Bidders and welcomes any comments you may have. Please submit your comments to: City of Cottonwood, Purchasing Manager, 816 N. Main Street, Cottonwood, AZ 86326.

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this, _____ day of _____, 20____ by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and _____ organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Agreement Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

The CONTRACTOR shall furnish weed control (post-emergent) services at minimum of two (2) times per year to areas specified and pre-emergent applications at minimum of two (2) times per year. This shall include the need to do spot eradication to site locations observed with additional or heavy weed growth/infestations above normal application time frames identified in order to maintain control of weeds where necessary.

ARTICLE II -- CONTRACT TIMES

- A. The Effective Term of this Agreement is from _____ to _____. This Agreement may be extended for up to two (2) additional one (1) year terms at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the Agreement for an additional term, CONTRACTOR'S compensation shall remain the same.
- B. Throughout its term, this Agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

ARTICLE III -- INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except for payment of price or consideration as stated or referred to herein or allowed by law. CONTRACTOR'S obligation under this section shall not extend to any liability caused by the sole negligence of OWNER or its employees.
- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the Bid Package:
 - B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
 - B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 - B.3. Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.

B.4. Worker's Compensation (statutory limits).

B.5. Employer's Liability Insurance with a minimum single limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

A. Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.

D. The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision.

E. Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ARTICLE IV -- CANCELLATION OF AGREEMENT

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of one of the parties at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

ARTICLE V -- NON-DISCRIMINATION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE VI -- NOTICE

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: _____

City of Cottonwood

c/o _____

c/o _____

ARTICLE VII -- CHOICE OF LAW AND VENUE

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE VIII – OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the City is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood, CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

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

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

ARTICLE IX -- SEVERABILITY

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

ARTICLE X -- PAYMENT

CONTRACTOR agrees that this Agreement, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as submitted in the Bid Schedule. The Bid Schedule is attached hereto as Exhibit B and made a part of this Agreement. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice.

ARTICLE XI -- SPECIFICATIONS

The Scope of Work/Specifications is attached hereto as Exhibit A and made a part of this Agreement.

ARTICLE XII -- ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

By: _____
Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

By: _____
Steve Horton, City Attorney

**EXHIBIT A
SCOPE OF WORK/SPECIFICATIONS**

The Contractor shall spray all areas specified below with pre-emergent herbicide applications twice per year. The Contractor shall also provide post-emergent eradication services at those sites twice per year, as well as spot eradication at any sites observed to have additional or heavy weed growth/infestations between scheduled applications.

All "Post Emergent" product shall be "Round-up" (or equivalent as approved in writing by the City) such as Razor Pro and use of "Princep" or "Vanquish" product where needed. All "Pre-Emergent" materials shall be "Pendulum" or equivalent as specified on container labels. Mixing shall be in accordance with product label and directions.

Herbicides shall be applied in conformance with all federal, state, county and municipal statutes, regulations, ordinances and environmental health and safety standards. The Contractor may recommend when and where to apply herbicides, but shall not proceed without written direction from the City.

The Contractor shall use extreme caution when spraying in areas of decorative landscaping (no over spraying). Areas with decorative landscaping shall be treated with a hand held device. Any decorative landscaping that is damaged as a result of the Contractor's work shall be replaced at the Contractor's expense.

Care shall be taken concerning existing tree species within all site areas to minimize any damage and to implement proper techniques for the protection of tree species. Trees damaged from herbicide over spray or direct applications shall be replaced at the Contractor's expense in relation to the height and size of tree(s) affected.

Green die shall be placed in the weed spray in all areas except for public roadways.

The Contractor, as part of their duties, shall supply the City with a month-to-month schedule of operations (12 months out of the year) for all site locations listed in the Bid Section. The schedule shall include day-to-day requirements of weed/herbicide spray operations necessary in order to eradicate all weeds at each site location specified. The Contractor shall not perform any work without first receiving written direction from the City to perform the work. The City reserves the right to remove work from the Agreement at the City's discretion.

Comment [MSOffice1]: Does this conflict with the Contractor only spraying pre-emergent twice per year and post-emergent twice per year or is this the schedule they would have to keep in order to cover all properties listed? Sorry, I'm confused. Lisa, no problem. No I don't think this is a conflict just a reminder that they must keep a monthly schedule in order to keep up with all the properties.

The Contractor shall contact the City as to startup spray operations at each site to be sprayed as listed on the Bid Schedule for all site locations. This will include all site-to-site spray operations daily while conducting business on City property. **Example:** The Contractor will contact the City at every site location as identified in the monthly schedule for operations as submitted to the Maintenance Manager. The Contractor shall state that he/she is completed with spray operations at Riverfront Park softball fields and is headed to the Riverfront Park football/soccer fields. Upon completion at that site, the Contractor shall contact the City and indicate next site location for spray operations. This shall be carried out until spray operations have concluded for that day.

Comment [MSOffice2]: Are these correct? Maintenance manager will work.

The Contractor shall keep a running log of all spray operations at City facilities. This log shall be turned in monthly to the City pertaining to all site locations serviced, times of spray operations, type of chemical applied and amount of chemical applied (as per container specifications). This log shall include all other extraneous spray operations necessary to keep control of weeds during heavy growth months which were outside the normal schedule program. Should the City desire, a sample of container materials can be taken to determine chemical makeup and quantity of chemical being used in order to determine proper applications per container labeling. This sample can be taken more than once during a given three (3) month period should the City desire to keep sample information for future purposes or requests by the public for such information pertaining to public safety monitoring of chemical makeup and application per industry standards (container specifications).

Should weeds grow in areas between routine/scheduled applications, the Contractor shall return to the area and apply a post emergent to the weeds at the Contractor's expense.

The City may add or delete sites to be treated, and payment shall be adjusted accordingly based on the unit prices.

AREA DEFINITIONS/LOCATIONS

No.	Maintenance Department Facility Locations	Approximate Acres	Approximate Square Feet
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	1.93	84,027

3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around field).	0.07	2,872
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.	0.02	845
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560
11	Kid's Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326
13	Riverfront Little League Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.25	10,987
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325
17	Perimeter of sand areas at Riverfront Park	0.13	5,635
18	Perimeter of sand areas at Garrison Park	0.04	1,617
Maintenance Department Facility Locations Total Acreage/Square Footage (approximate)		14.60	636,472

No.	Water Department Facility Locations	Approximate Acres	Approximate Square Feet
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845
20	Wellsite 1-2, 2344 Copper Drive	0.021	9,129
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259

28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309
30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794
33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333
34	Wellsite 1, 413 W Yuma Street	0.56	24,500
35	Wellsite 2, 920 N Cactus Street	0.08	3,426
36	Wellsite 3, 195 N 12 th Street	0.03	1,449
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518
43	Quail Canyon	0.13	5,623
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089
45	Mesquite Hills Wellsite	0.67	29,281
Water Department Facility Locations Total Acreage/Square Footage (approximate)		8.18	356,513

No.	Wastewater Department Facility Locations	Approximate Acres	Approximate Square Feet
46	Lift Station 1	0.03	1,386
47	Lift Station 2	0.04	2,006
48	Lift Station 3	0.03	1,533
49	Lift Station 4	0.02	909
50	Lift Station 5	0.03	1,570
51	Wastewater Treatment Plant	4.72	205,728
Wastewater Department Facility Locations Total Acreage/Square Footage (approximate)		4.89	213,132

Additional Information for the Streets Department Locations: There are approximately forty (45.1) curb miles that are to be sprayed. A five foot (5') wide area is to be sprayed behind all curb, gutter or sidewalk except in landscaped areas. Landscaped areas will be hand applied. The spray is to be applied to all longitudinal cracks/joints between the curb and sidewalk and also between the concrete gutter and the asphalt.

No.	Streets Department Facility Locations	Curb Linear Feet	Approximate Square Feet
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510
53	89A, SR 260 to bridge	7,570	37,850
54	6th St., Mingus to Fir Street	15,988	79,940
55	10th St., Main to Bridge	9,656	48,280
56	12th., Mingus to Fir Street	15,936	79,680
57	16th., Main to Franquero	3,868	19,340
58	Willard St., Main to Fir Street	21,222	106,110
59	Main St., 89A to North City limits	30,562	152,810
60	Camino Real, 89A to South City Limits	7,334	36,670
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820
62	Rio Mesa, SR 260 to west City Limits	738	3,690
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610
64	Elm St., 4th to 6th, south side	502	2,510
65	Viejo, Cove Parkway to SR 89A	2,066	10,330

66	Cottonwood St., SR 89A to east City Limits	3,186	15,930
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320
68	Aspen, 6th to east City Limits	10,452	52,260
69	Mingus Ave., west City limits to east	29,062	145,310
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300
73	Thousand Trails, SR260 to east City Limits	6,136	30,680
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630
75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140
Streets Department Facility Locations Total Linear Feet/Square Footage (approximate)		238,464	1,192,320

No.	Airport Facility Locations	Approximate Acres	Approximate Square Feet
79	4.3 miles, five foot (5') wide	2.61	114,080
Airport Facility Locations Total Acreage/Square Footage (approximate)		2.61	114,080

No.	Community Services Department Facility Locations	Approximate Acres	Approximate Square Feet
80	Recreation Center, 160 S 6 th Street	0.83	35,940
81	Transit Building, 340 Happy Jack Way	1.62	70,572
82	Pool, 160 S 6 th Street.	0.31	13,696
83	Library, 100 S 6 th Street.	0.78	34,037
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022
Community Services Department Facility Locations Total Acreage/Square Footage (approximate)		3.59	156,267

AREA MAPS (not to scale)

Maintenance Department Facility Locations

- 1) Cemetery
- 2) Riverfront Park Softball Fields



3) Riverfront Park Skate Park
4) Riverfront Park Roller Hockey Court



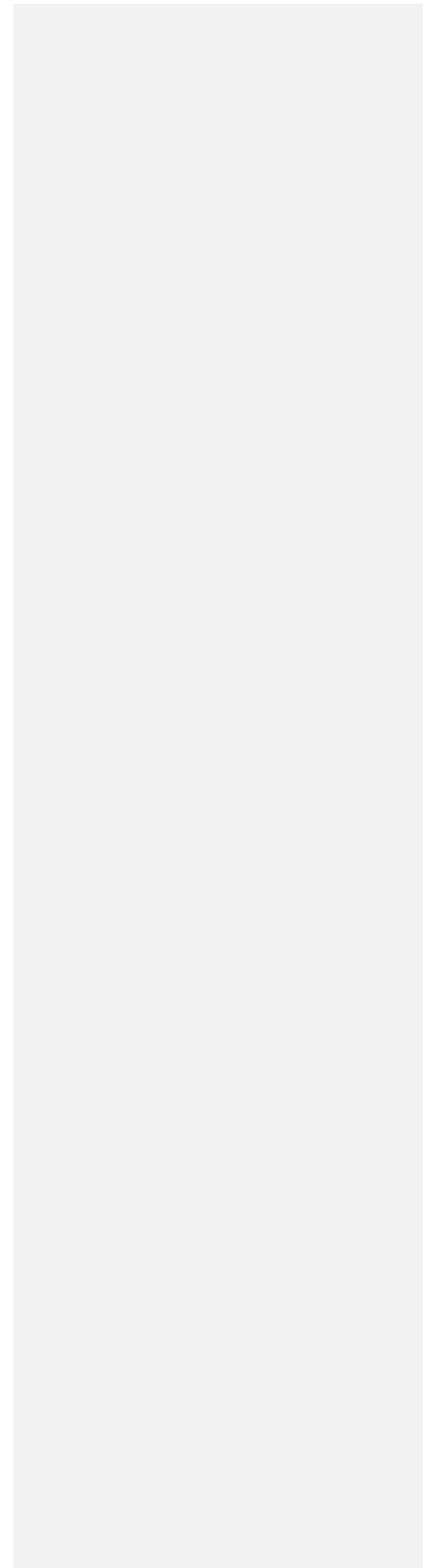
5) Equestrian Center



6) Old Recreation Center facility
7) Old Town Special Event Park
8) Civic Center Facility & Phoenix Suns Basketball Court



9) Lions Park





10) Old Fire Station



11) Kid's Park Soccer Field



12) Public Safety Building



13) Riverfront Little League Ball Park Complex
14) Riverfront Little League Parking



15) Riverfront Football/Soccer Field



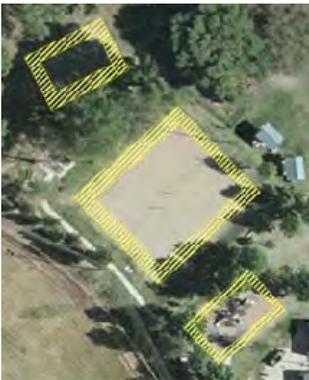
16) Solid Waste Transfer Station



17) Perimeter of sand areas at Riverfront Park



18) Perimeter of sand areas at Garrison Park



Water Department Facility Locations

19) Wellsite 1-1



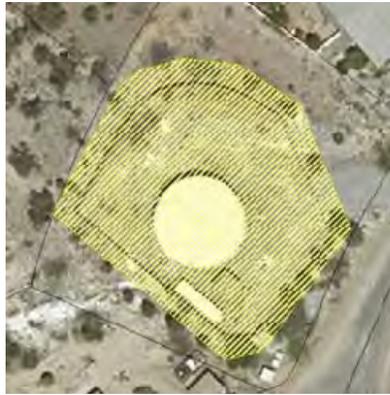
20) Wellsite 1-2



21) Wellsite 2-1



22) Wellsite 2-2



23) Wellsite 3-1

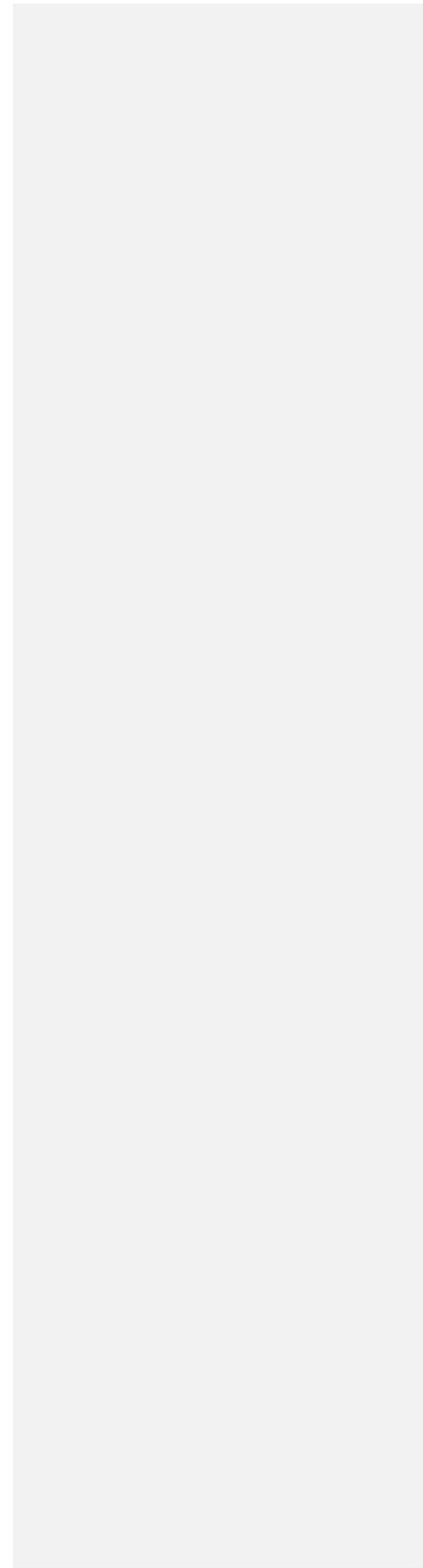


24) Wellsite 3-2



25) Wellsite 4-1

26) Wellsite 4-2





27) Wellsite 5-1



28) Wellsite 6-1



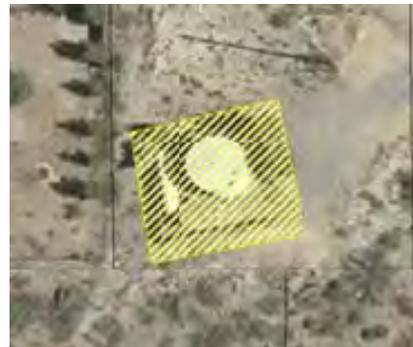
29) Wellsite 6-2



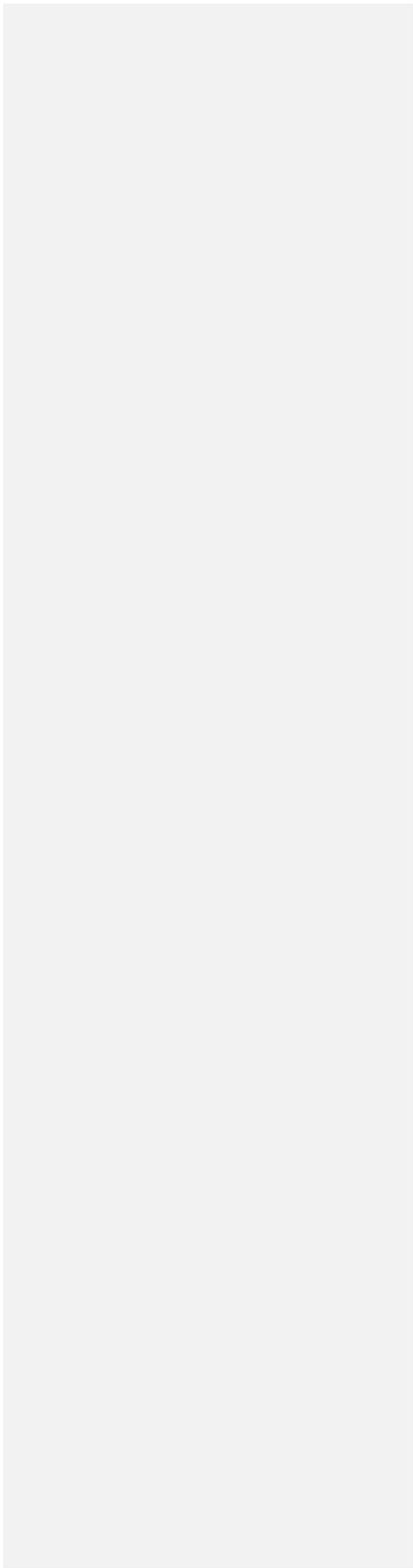
30) Wellsite 7-1



31) Wellsite 7-2



32) Wellsite 8-1

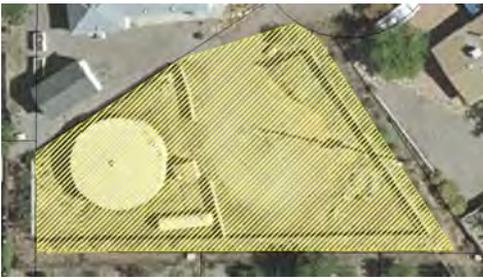




33) Wellsite 8-2



34) Wellsite 1



35) Wellsite 2



36) Wellsite 3



37) Wellsite 4



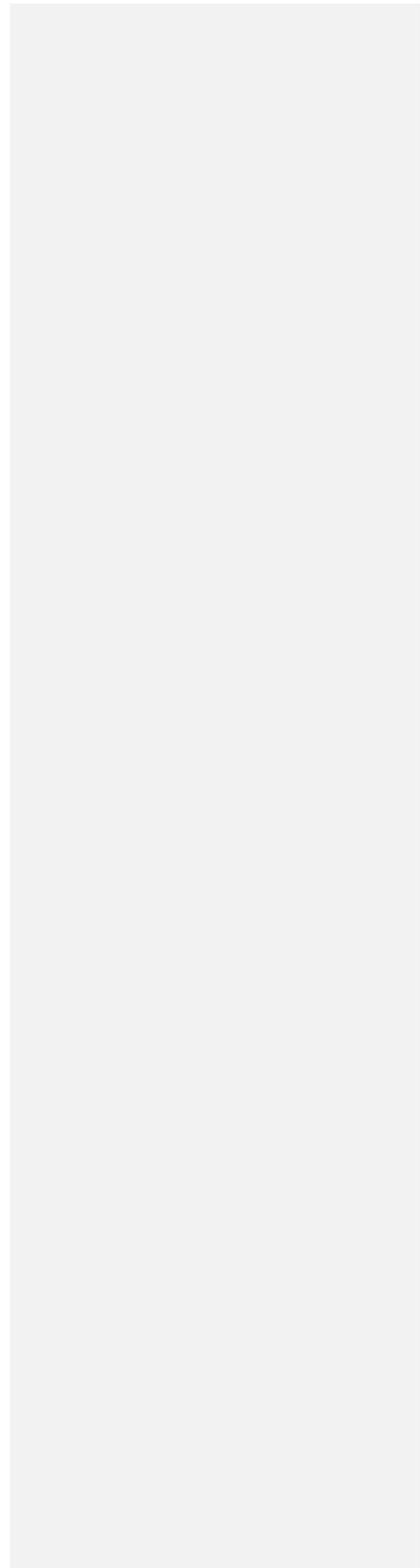
38) Wellsite 5



39) Utility Dept Rear Yard



40) Wellsite 7





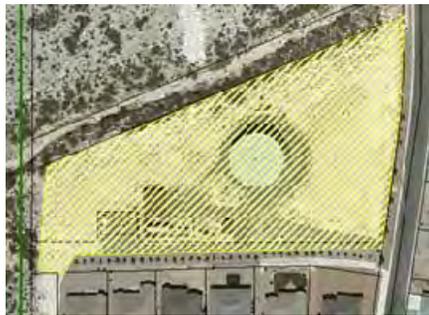
41) Wellsite 8-9



42) Verde Santa Fe



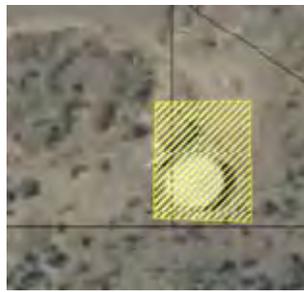
43) Quail Canyon



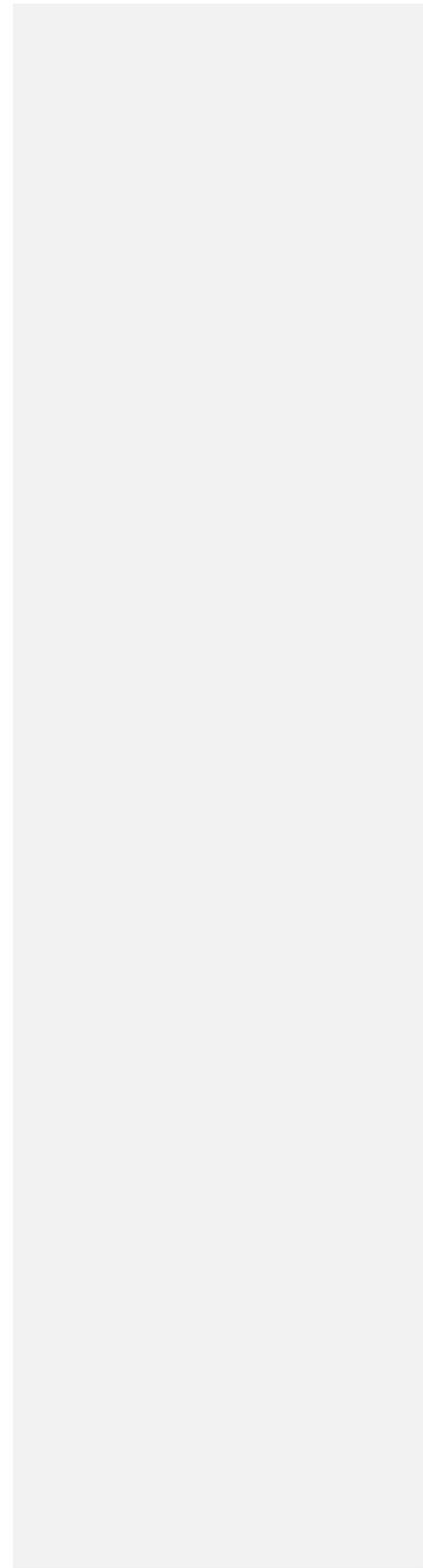
44) Spring Creek Wellsite



45) Mesquite Hills Wellsite



Wastewater Department Facility Locations



46) Lift Station 1



47) Lift Station 2



48) Lift Station 3



49) Lift Station 4



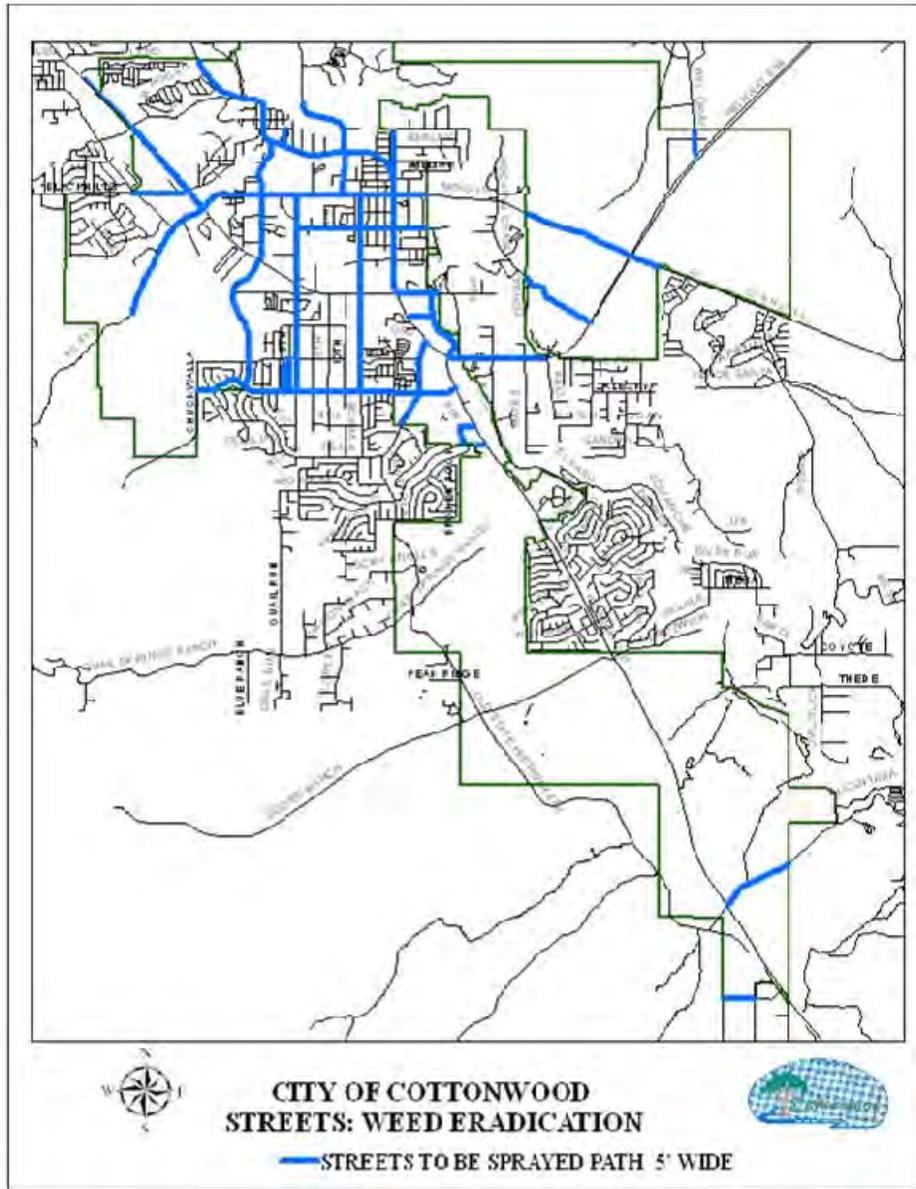
50) Lift Station 5



51) Wastewater Treatment Plant



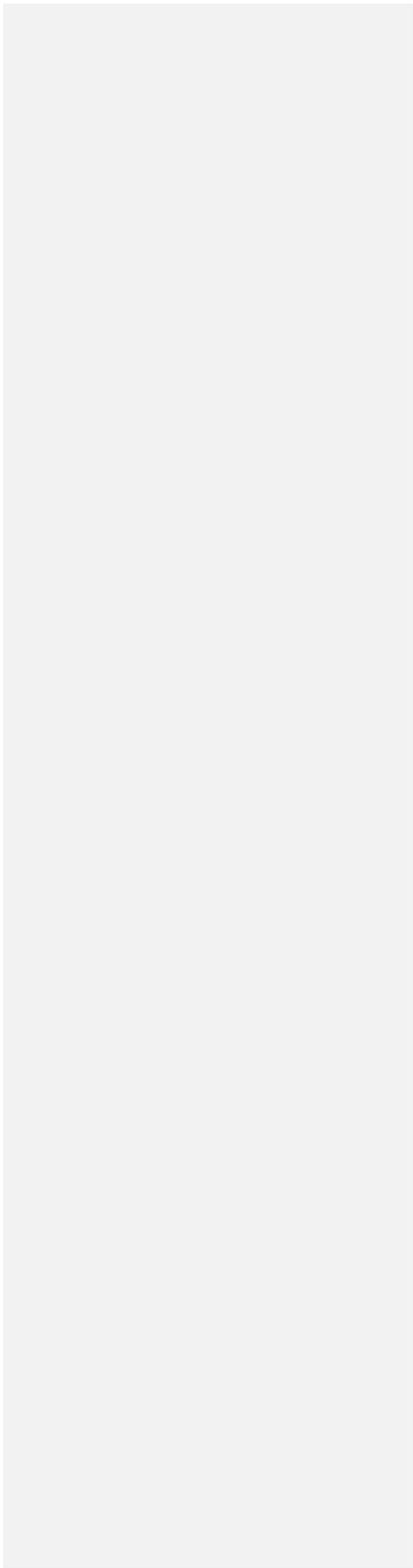
52-78) Streets Department Facility Locations



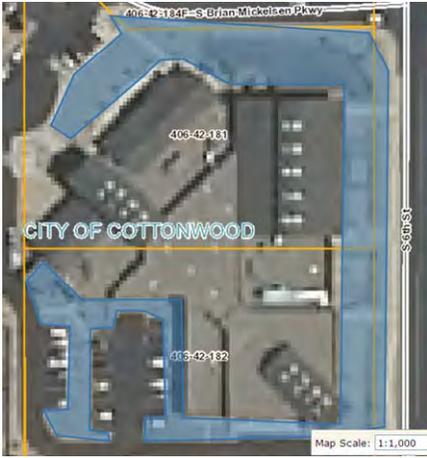
79) Airport Facility Locations



Community Services Department Facility Locations



80) Recreation Center



81) Transit Building



82) Pool



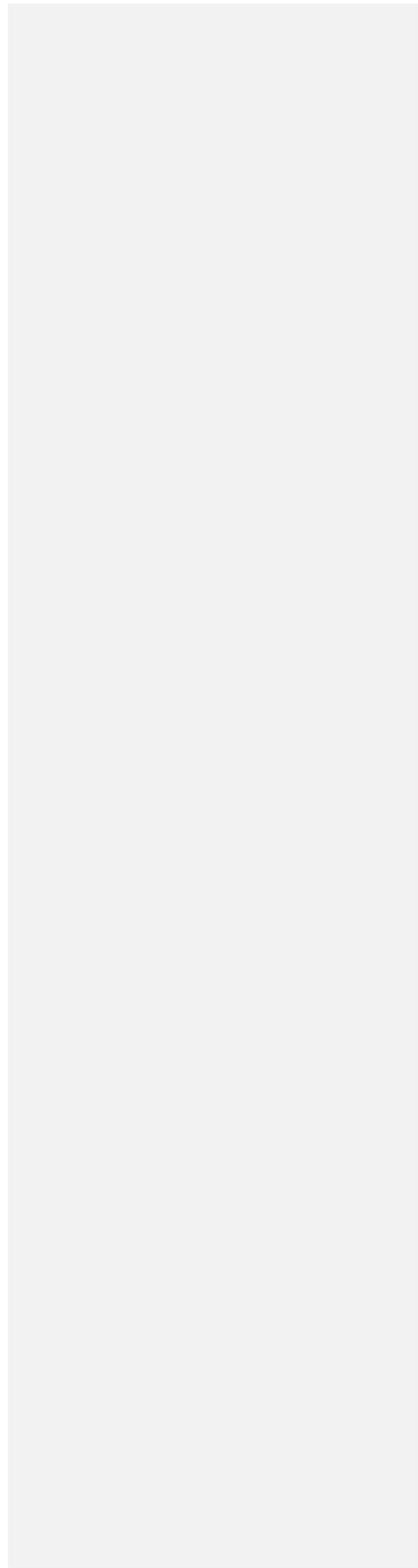
83) Library



84) Tennis Courts



**EXHIBIT B
BID SECTION**



(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Local Address: _____

Type of Organization: _____

Tax ID #: _____ License #: _____

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): _____

3. Disclosure of Debarment Information (§4.5.5 Disclosure): _____

4. Prices:

No.	Maintenance Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
1	Cottonwood Cemetery, 599 North Main Street – Sections A, B, C & D. This includes the AZTECA side of the Cemetery facility.	5.85	255,238		
2	Riverfront Park ball fields, 1285 East Riverfront Drive – Warning Tracks inside fence line to the roadway outside each of the four field fences (4 fields). This area shall include areas around Park Batting Cage (10 feet around perimeter) and throughout the Veterans of Foreign Wars Monument and 10 foot perimeter around monument area.	2.09	91,115		
3	Riverfront Park Skate Park, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910		
4	Riverfront Park Roller Hockey Court, 1285 East Riverfront Drive – 10 ft. around concrete foundation.	0.27	11,910		
5	Equestrian Center, Verde Valley Fairgrounds	1.82	79,493		
6	Old Recreation Center facility – 791 North Main Street – Around perimeter of building within all grassed areas.	0.01	651		
7	Old Town Special Event Park, 187 East Pima Street – Around fence line of field (1 foot perimeter around field).	0.07	2,872		
8	Civic Center Facility and Phoenix Suns Basketball Court, 805 North Main Street – Weed control around	0.02	845		

	building parking lot grassed areas and grassed areas of the park in front of the building. This includes the crushed granite areas in front of the Phoenix Suns basketball Courts to the west of the fenced area and throughout the small grass area of the park in front of the two facilities.				
9	Lions Park, 730 North Willard - Weed control approximately 1 foot perimeter of park area.	0.06	2,489		
10	Old Fire Station, 345 East Mingus Ave – Ambulance Company next to Garrison Park. Spray along south block wall and next to the east wall of the building.	0.01	560		
11	Kid’s Park Soccer Field, 350 South 12 th Street - Fence Line area around entire park. (1 foot perimeter area)	0.33	14,356		
12	Cottonwood Public Safety Building – Police & Fire Dept., 191 South 6 th Street. All landscaped areas around the parking lot of the building. Containment of weed growth throughout landscape areas around entire building site.	0.79	34,326		
13	Riverfront Little league Ball Park Complex, 851 North 10 th Street – Along fence lines of four (4) fields, all decomposed granite areas and landscaped areas between field one and the parking lot.	1.10	48,071		
14	Riverfront Little League Parking lot next to 10 th Street roadway. 851 North 10 th St. All areas of decomposed granite (landscaped frontage zones next to 10 th street) around the front of the parking lot.	0.39	16,923		
15	Riverfront Football/Soccer Field, 1285 East Riverfront Drive. All areas along fence line surrounding the field (five feet on both sides of the fenced areas, along with the section of property between the field and Riverfront Drive (roadway) to the north of the field.	0.65	28,459		
16	Solid Waste Transfer Station, 1500 W Mingus Ave.	0.79	34,325		
17	Perimeter of sand areas at Riverfront Park	0.13	5,635		
18	Perimeter of sand areas at Garrison Park	0.04	1,617		
Maintenance Department Facility Locations Total		14.9	649,496		

No.	Water Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
19	Wellsite 1-1, 5967 River Run Drive	0.27	11,845		
20	Wellsite 1-2, 2344 Copper Drive	0.021	9,129		
21	Wellsite 2-1, 4264 Vista Drive	0.09	3,752		
22	Wellsite 2-2, 3959 Cactus Circle	0.27	12,120		
23	Wellsite 3-1, 2612 Pleasant Valley Drive	0.16	6,918		
24	Wellsite 3-2, 3375 Medicine Point Drive	0.11	4,911		
25	Wellsite 4-1, 4664 Verde View Drive	0.09	3,811		
26	Wellsite 4-2, 4091 Wild Stallion Drive	0.11	5,026		
27	Wellsite 5-1, 1952 Cayuse Trail	0.14	6,259		
28	Wellsite 6-1, 1559 Sierra Drive	0.10	4,441		
29	Wellsite 6-2, 1999 Old Hwy 279	0.10	4,309		
30	Wellsite 7-1, 1988 S Contention Lane	0.07	3,052		
31	Wellsite 7-2, 764 Cherry Hills Drive	0.27	11,274		
32	Wellsite 8-1, 1381 Saddle Back Drive	0.13	5,794		

33	Wellsite 8-2, 1144 Pioneer Drive	0.30	13,333		
34	Wellsite 1, 413 W Yuma Street	0.56	24,500		
35	Wellsite 2, 920 N Cactus Street	0.08	3,426		
36	Wellsite 3, 195 N 12 th Street	0.03	1,449		
37	Wellsite 4, Cherry and 6 th Street (East)	0.21	9,276		
38	Wellsite 5, 191 E Hwy 89A	0.40	17,594		
39	Utility Dept rear yard, outer perimeter, 111 N Main Street	0.037	1,616		
40	Wellsite 7, Cherry and 6 th , (West)	0.39	16,946		
41	Wellsite 8-9, 220 W Mesquite Drive	0.99	43,077		
42	Verde Santa Fe, 800 Santa Fe Trail	1.94	84,518		
43	Quail Canyon	0.13	5,623		
44	Spring Creek, 2120 N Falling Water Trail	0.28	12,089		
45	Mesquite Hills Wellsite	0.67	29,281		
Water Department Facility Locations Total		8.18	356,513		

No.	Wastewater Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
46	Lift Station 1	0.03	1,386		
47	Lift Station 2	0.04	2,006		
48	Lift Station 3	0.03	1,533		
49	Lift Station 4	0.02	909		
50	Lift Station 5	0.03	1,570		
51	Wastewater Treatment Plant	4.72	205,728		
Wastewater Department Facility Locations Total		4.89	213,132		

No.	Street Department Facility Locations	Curb Linear Feet	Approx Square Feet	Unit Price (per LF)	Total Price
52	89A, Pine Shadows to Mingus Avenue	11,302	56,510		
53	89A, SR 260 to bridge	7,570	37,850		
54	6th St., Mingus to Fir Street	15,988	79,940		
55	10th St., Main to Bridge	9,656	48,280		
56	12th., Mingus to Fir Street	15,936	79,680		
57	16th., Main to Franquero	3,868	19,340		
58	Willard St., Main to Fir Street	21,222	106,110		
59	Main St., 89A to North City limits	30,562	152,810		
60	Camino Real, 89A to South City Limits	7,334	36,670		
61	Silverado and Rodeo, Rio Mesa to SR 260	2,564	12,820		
62	Rio Mesa, SR 260 to west City Limits	738	3,690		
63	Fir Street, SR 260 to Chuckwalla	21,522	107,610		
64	Elm St., 4th to 6th, south side	502	2,510		
65	Viejo, Cove Parkway to SR 89A	2,066	10,330		
66	Cottonwood St., SR 89A to east City Limits	3,186	15,930		
67	Cove Parkway, SR 89A to Cottonwood	6,064	30,320		
68	Aspen, 6th to east City Limits	10,452	52,260		
69	Mingus Ave., west City limits to east	29,062	145,310		
70	Mingus Ave./Cornville Rd, west City limits to east	11,418	57,090		
71	Rocking Chair Rd., SR 89A to west City Limits	6,620	33,100		
72	Black Hills Dr., SR89A to Old Jerome Hwy	4,460	22,300		
73	Thousand Trails, SR260 to east City Limits	6,136	30,680		
74	Coury Drive, Genesis Drive to west City Limits	2,526	12,630		

75	Bill Grey Rd., SR89A to north City Limits	2,028	10,140		
76	Alley, 4th to 5th, Fir to Elm	2,080	10,400		
77	Alley, 5th to 6th, Fir to Elm	2,574	12,870		
78	Alley, 3rd to 4th, Main to Pima	1,028	5,140		
Street Department Facility Locations Total		238,464	1,192,320		

No.	Airport Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
79	4.3 miles, five foot (5') wide	2.61	114,080		
Airport Facility Locations Total		2.61	114,080		

No.	Community Services Department Facility Locations	Approx Acres	Approx Square Feet	Unit Price (per acre)	Total Price
80	Recreation Center, 160 S 6 th Street	0.83	35,940		
81	Transit Building, 340 Happy Jack Way	1.62	70,572		
82	Pool, 160 S 6 th Street.	0.31	13,696		
83	Library, 100 S 6 th Street.	0.78	34,037		
84	Tennis Courts, 160 S 6 th Street.	0.05	2,022		
Community Services Department Facility Locations Total		3.59	156,267		

Summary of Departments

Department	Department Total Price	% of Total Price
Maintenance		
Water		
Wastewater		
Streets		
Airport		
Community Services		
TOTAL		

5. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

6. Intent to be Bound by Bid: _____
(Signature of Individual Authorized to Sign Bid)
- _____
(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. _____, I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

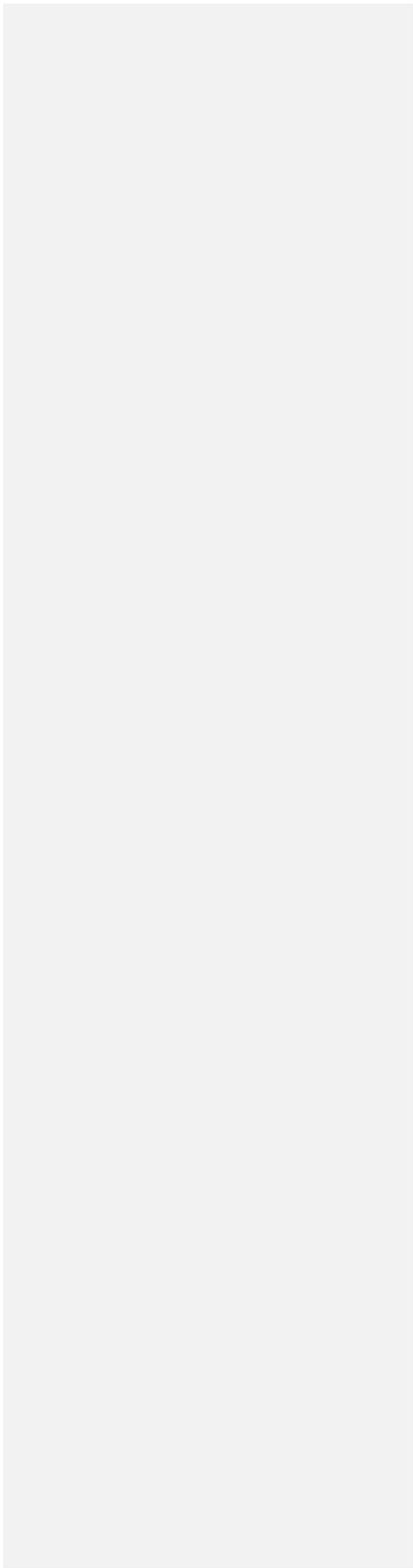
Should I be awarded the Agreement by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Signature of Bidder

Company

Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)



A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) 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:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. 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.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

**EXHIBIT E
DISCLOSURE OF RESPONSIBILITY STATEMENT**

STATE OF:)
) ss
CITY OF:)

(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is _____ of _____
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Weed Eradication

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: _____
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the ____ day of _____, 20_____, before me, the undersigned NOTARY PUBLIC, personally appeared _____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	January 15, 2013
Subject:	Resolution Number 2677, proposing a permanent adjustment to the City's 1979/80 base expenditure limitation.
Department:	Administrative Services
From:	Jesus R. Rodriguez, C.G.F.M., Administrative Services General Manager

REQUESTED ACTION

Consideration of Resolution Number 2677, proposing a permanent adjustment to the City's 1979/80 base expenditure limitation, and to place the proposition on the May 21, 2013, general election ballot.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution Number 2677, proposing a permanent adjustment to the City's 1979/80 base expenditure limitation, and to place this proposition on the May 21, 2013, general election ballot."

BACKGROUND

Every four years the City presents a "Home Rule" alternative expenditure limitation option to its citizens. Since 1981 the voters have overwhelmingly approved the Home Rule option eight times. The last Home Rule election was held on May 19, 2009, and approved with 62.7% of the vote.

Looking back at the 1979-80 base that is used to calculate the City's base expenditure limitation, the City has grown to be a full service municipality. Since the base year, we went from a volunteer fire department to a fully staffed, professional fire department. We have also established a wastewater treatment collection and treatment system and municipal water utility. We have also built a Recreation Center. None of these items are considered in the population and inflation factors used to calculate the State-imposed expenditure limitation.

Article 9, Section 20, Subsection 6 of the Arizona Constitution allows a city or town to permanently adjust its base limit with voter approval at a regularly scheduled general election or at a nonpartisan election held for the nomination or election of members of the governing

board. If approved, the adjustment will be used to calculate the constitutional expenditure limitation beginning with the fiscal year immediately following the fiscal year that the permanent base adjustment is approved. Permanent base adjustments apply to all future years; however, additional adjustments may be adopted as needed.

Because there is such a wide gap between the cost of providing current levels of service and those that would be provided and allowed for under the 1979 expenditure limitation, staff recommends that the Council propose to the voters a permanent adjustment to the 1979/80 expenditure base. The current 1979/80 base expenditure is \$1,105,601 and when adjusted for growth and inflation, provides for an expenditure limitation of \$8,433,388, which is approximately \$52.7 million less than the City's FY2013 Home Rule budget. Even adjusting for allowable exclusions, this expenditure limitation would still require dramatic cuts and eliminations to the services that the City currently provides. Resolution Number 2677 would propose to the voters that the 1979/80 base expenditure be adjusted from its current level of \$1,105,601 to \$7.0 million. When adjusted for growth and inflation, this permanent adjustment would provide for an expenditure limitation of \$53,394,819 in FY 2014. Despite being less than the FY 2013 Home Rule budget, once allowable exclusions are applied this expenditure limitation would allow the City to continue to adopt balanced budgets that provide existing levels of service with existing revenues.

JUSTIFICATION/BENEFITS/ISSUES

The proposed permanent base adjustment will allow the City to set a base that is more reflective of where we are today, without the need to hold a Home Rule election every 4 years.

COST/FUNDING SOURCE

If approved by at least 2/3 of the membership of the Council (5 members), the proposition will be included on the ballot of the May 21, 2013 election. The election is estimated to cost approximately \$15,000.00, and the funds for this election are already incorporated into the FY 2013 budget.

ATTACHMENTS:

Name:	Description:	Type:
 RES2677.doc	Resolution Number 2677	Cover Memo

RESOLUTION NUMBER 2677

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE LIMITATION OF THE CITY OF COTTONWOOD.

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of a permanent adjustment to the base expenditure limitation; and

WHEREAS, the Cottonwood City Council has determined that a permanent base adjustment is necessary for the City of Cottonwood.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

THAT, the following permanent base adjustment question be submitted to the voters of the City of Cottonwood on the ballot of the general election to be held on May 21, 2013:

“Shall the expenditure base of the City of Cottonwood be permanently adjusted by \$5,894,399.”

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 8TH DAY OF JANUARY 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk

CLAIMS REPORT OF JANUARY 15, 2013

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF JANUARY 15, 2013			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 12/21/12	\$489,510.06
Gen	Accurate Building Maintenance LLC	PO 19210 Custodial December	\$11,691.48
All	AZ Municipal Risk Retention Pool	Insurance	\$102,662.00
Gen	Cottonwood Chamber of Commerce	Bed Tax November 2012	\$11,512.42
Utilities	Holloway Odegard & Kelly PC	Blue Canyon Investors	\$5,144.65
Gen	Larry Green Chevrolet	Sales Tax	\$15,924.80
All	AZ Public Employers Health Pool	Insurance Premiums Dec 2012	\$147,671.23
Utilities	US Postmaster	Postage	\$5,350.00
All	United Fuel	Fuel	\$11,432.57
All	APS	Utilities	\$18,352.34
Gen	Accurate Building Maintenance LLC	Deep Cleaning, Rec Center, Library and Court	\$9,989.20
Utilities	Brown & Brown Law Offices	Adjudication Expenses	\$6,450.00
Utilities	Ferguson Waterworks	PO 19192 Cactus St & Supplies	\$11,838.51
Gen	Heinfeld, Meech & Co	Audit FY 2012	\$5,799.20
Gen	Patriot Disposal	City wide cleanup PO 19197	\$7,987.40
Gen	Sedona Fire District	Dispatching January 2013	\$8,459.23
Gen	The Van Wyck Law Firm	Prosecuting Atty Dec 2012	\$7,000.00
All	UNS Gas	Gas Utilities	\$5,454.35
All	APS	Utilities	\$62,126.02
All	AZ Municipal Risk Retention Pool	Workers Comp Ins 2nd Qrt 2013	\$67,874.00
Gen	CDW Govt.	Lease Purchase Equip. & other computer equip	\$5,788.68
Utilities	Envirogen Tech Inc	Arsenic Maintenance PO 19153	\$34,712.16
Gen	IRS	4th Quarter taxes	\$14,561.24
Hurf	Pender Engineering	PO 18573 Street Improvements	\$6,620.00
All	United Fuel	Fuel	\$11,636.52
TOTAL			\$1,085,548.06