

**PROFESSIONAL SERVICES AGREEMENT**  
with Davirro LLC for Scale Maintenance Parts and Service  
RFQ 12-01

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Davirro LLC for Scale Center of Arizona, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor") as of the 20 day of October, 2014 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, under RFQ 12-01 (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached Exhibit B, Project Scope of Work ("Scope");
- C. Contractor desires to provide City with professional services ("Services") consistent with best consulting and contracting practices and the standards set forth in this Agreement in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Contractors and Subcontractors.**

1.1 Professional Services. Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other Contractors or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in Exhibit A.
- (2) Contractor will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. **Subcontractors.**

- (1) Contractor may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Contractor will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform Services in accordance with the standards of due diligence, care, and quality prevailing among Contractors having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- a. Contractor and its Subcontractors or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Contractor nor any Subcontractor or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Contractor will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Contractor grants to City, and will cause its Subcontractors or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

## 4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors or Subcontractors will not exceed \$9,800 per fiscal year, or a maximum of \$49,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this Agreement as specifically detailed in Exhibit D ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in Exhibit D only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
  - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in Exhibit D and any unused allowance at the completion of the Project will remain with City.
  - b. Contractor may not add any mark-up for work identified as an Allowance and which is to be performed by a Subcontractor.

- c. Contractor will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Contractor for certain out-of-pocket expenses necessarily incurred by Contractor in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Contractor for review prior to the Agreement's execution, and which policies and procedures will be furnished to Contractor;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Contractor in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Subcontractors and Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subcontractors and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Contractor will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or Contractor of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.**

- b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any Subcontractor or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who performs work under this Agreement to ensure that the Contractor or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Contractor will provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under this section. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Notices.**

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Davirro LLC - Scale Center of Arizona  
c/o Dennis Davirro, President  
4855 W. McDowell Road, Suite 70 B  
Phoenix, AZ 85035

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Ernie Ruiz, Solid Waste Superintendent LF-MRF  
6210 W. Myrtle, Suite 111  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. **Concurrent Notices.**
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement began on January 1, 2013 (the "Effective Date") and continued for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days before the expiration of the original or any renewal Agreement period and price will be a substantial determining factor in evaluating renewal. Price adjustments, if any, will only be reviewed during the 30-day Agreement renewal period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Scope of Work      |
| Exhibit C | Schedule           |
| Exhibit D | Compensation       |
| Exhibit E | Dispute Resolution |

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation



By: Brenda S. Fischer  
Its: City Manager

ATTEST:



Pamela Hanna  
City Clerk

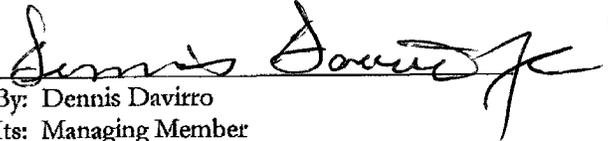
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APPROVED AS TO FORM:



Michael D. Bailey  
City Attorney

Davirro LLC- Scale Center of Arizona,  
a limited liability company



By: Dennis Davirro  
Its: Managing Member

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

**(Cover Page)**



## EXHIBIT A

# CITY OF GLENDALE Field Operations/Landfill Division REQUEST FOR QUOTATIONS

**RFQ NUMBER:** RFQ 12-01

**DESCRIPTION:** Scale Maintenance, Parts and Service

**OFFER DUE DATE AND TIME:** December 14, 2012, AT 5:00 P.M. LOCAL TIME

**SUBMITTAL LOCATION:** City of Glendale  
Field Operations  
6210 W. Myrtle, Suite 111  
Glendale, Arizona 85301

Quotations must be in the actual possession (physically or electronically) of Field Operations on or prior to the time and date, and at the location indicated within the RFQ. If Bidder opts to physically drop off the quote, the following applies. Field Operations is located at 6210 W. Myrtle Ave, Suite 111, Glendale, AZ 85301. Quotations are accepted from the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, unless otherwise indicated for a holiday. All quotations will be time stamped at the Field Operations Department's front counter. Late quotations will not be considered.

If Quotations are submitted in physical form, they must be submitted in a sealed envelope with the RFQ Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this contract:  
Ernie Ruiz  
Landfill Supervisor  
Office: 623-930-4722  
E-mail: eruiz@glendaleaz.com

 <p><b>GLEND/LE</b></p>	<p><b>Solicitation Number: RFQ 12-01</b></p> <p><b>Scale Maintenance, Parts and Service</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Field Operations/Landfill</b>  <b>Division</b>  <b>6210 W. Myrtle, Suite 111</b>  <b>Glendale, Arizona 85301</b></p>
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**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION**

- 1.1.1 The City of Glendale requests quotations from qualified firms or individuals for calibration and service for three stationary truck scales and one 5,000 lbs. scale on an "as needed" basis.
- 1.1.2 The resulting agreement shall require the contractor to furnish all labor, materials, equipment, tools, supplies, supervisors, and transportation necessary to complete the work in accordance with the specifications.
- 1.1.3 The Landfill and Recycling facilities are located at 11480 W. Glendale Avenue, Glendale, Arizona 85307.

**1.2 GENERAL SPECIFICATIONS**

- 1.2.1 In general, the scope of this contract shall be to inspect, calibrate and repair, as needed, three scales located at the Landfill and one 5,000 lbs. 4x5 scale located at the Recycling facility.
- 1.2.2 Certified preventative maintenance/calibration/inspection shall be performed on all three units at the Landfill on a quarterly basis.
- 1.2.3 The City current has two (2) Cardinal PRC Series with 777-SCD indicator scales, one (1) Southwest LP Series with GSE550 indicator scale, and a Rice Lake Weighing System scale model GSE 350 4X5-5,000 Lbs. located at the Recycling facility.
- 1.2.4 Contractor shall provide testing and calibration using certified NIST traceable weights.
- 1.2.5 Contractor shall provide external cleaning, calibration sticker, and test reports.
- 1.2.6 The Contractor shall be responsible for all permits, licenses and taxes, if applicable, at no additional cost to the City.
- 1.2.7 Contractor shall complete all work to the satisfaction of the Contract Administrator, or his designee. In the event that the work performance of the Contractor is not satisfactory, the Contractor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the City. If the Contractor fails to meet this requirement, the City reserves the right to obtain services from another source and deduct the cost from any monies due the contractor.

	<b>Solicitation Number: RFQ 12-01</b> <b>Scale Maintenance, Parts and Service</b>	<b>CITY OF GLENDALE</b> <b>Field Operations/Landfill</b> <b>Division</b> <b>6210 W. Myrtle, Suite 111</b> <b>Glendale, Arizona 85301</b>
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**SECTION ONE SPECIFICATIONS**  
**CITY OF GLENDALE**  
**Solicitation Number: 12-01**  
**SCALE MAINTENANCE**

1.2.8 The work described in this specification shall be done with the least inconvenience to the City. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to a minimum and shall be coordinated with the Contract Administrator.

1.2.9 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Contract Administrator.

1.2.9a The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion of the work, the Contractor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area "broom clean."

**1.3 LABOR CHARGES FOR REPAIRS**

1.3.1 Hourly charges for labor shall include all labor, supervision, equipment, travel, incidentals and related items necessary to complete the maintenance or repairs of scales indicated in this solicitation.

1.3.2 Contractors shall be required to complete work during normal business hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, except City holidays. On occasion, Contractor may be required to perform work during non-working hours or on weekends or holidays. All repairs including after hours work must be approved by the contract administrator, or his designee. The Contractor shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the Price Page, Section 4.1.

**1.4 SITE INSPECTION**

1.4.1 Offerors are highly encouraged to schedule a site visit to become familiar with the scale systems and field measurements as specified within this RFQ. Access to the site is available between 7:30 a.m. and 4:00 p.m., Monday through Friday, except on City holidays.

1.4.2 Site inspections are available by appointment only. Contact Melanie Huante, (623) 930-4734, to schedule an appointment.

 <p>GLENDALÉ</p>	<p><b>Solicitation Number: RFQ 12-01</b></p> <p><b>Scale Maintenance, Parts and Service</b></p>	<p><b>CITY OF GLENDALE</b> <b>Field Operations/Landfill</b> <b>Division</b> <b>6210 W. Myrtle, Suite 111</b> <b>Glendale, Arizona 85301</b></p>
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**SECTION ONE SPECIFICATIONS**  
**CITY OF GLENDALE**  
**Materials Management**  
**Solicitation Number: 12-01**  
**SCALE MAINTENANCE**

**1.5 SUBMITTAL REQUIREMENTS**

- 1.5.1 QUALIFICATIONS OF FIRM AND STAFF. Provide a detailed narrative of all individuals who will be assigned to this contract, describing past experience in similar assignments. Maximum: one page per individual)
- 1.5.2 EXPERIENCE WITH RADIO FREQUENCY SYSTEMS. Describe your firm's experience with radio frequency systems as is relates to scales calibration and service.
- 1.5.3 REFERENCES. Provide three references from companies or other municipalities for whom offeror has provided similar services within the last 18 months.

 <p>GLENDALÉ</p>	<p align="center"><b>Solicitation Number: RFQ 12-01</b></p> <p align="center"><b>Scale Maintenance, Parts and Service</b></p>	<p align="center"><b>CITY OF GLENDALE</b>  <b>Field Operations/Landfill</b>  <b>Division</b>  <b>6210 W. Myrtle, Suite 111</b>  <b>Glendale, Arizona 85301</b></p>
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**2.0 SPECIAL TERMS AND CONDITIONS**

**2.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

**2.2 RETURN OF QUOTATION** Bidders may return quotes electronically to Ernie Ruiz, Landfill Supervisor at [eruiz@glendaleaz.com](mailto:eruiz@glendaleaz.com) by the time and date stated on the front page.

The Bidder shall complete all sections of the solicitation in the format given (Offer Sheet, Pricing Page and Additional Submission Requirements must be returned) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail."

**2.3 PREPARATION OF QUOTATION PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in a quotation being rejected. Quotation packages shall be submitted in the following order:

- 2.3.1 **OFFER SHEET**, Section 3.0
- 2.3.2 **PRICING PAGE**, Section 4.1
- 2.3.3 **REFERENCES**, Section 1.5.3

**2.4 PRICE** All prices quoted shall be firm and fixed for the specified contract period.

**2.5 FOB POINT** Prices quoted shall be FOB destination to:

**2.6 TERM OF AGREEMENT** The term of agreement for this Quotation shall be for a 12 month initial period.

**2.7 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for an additional 4 years in 1 year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the Contract Administrator of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal. An updated list of events and date will be provided, if requested, at the time of renewal.

**2.8 ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each quotation item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the

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Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractors performance.

- 2.9 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total Quotation cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.10 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Worker's Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance (Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

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Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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- 2.11 **WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.



 GLENDALE	<p align="center"><b>Solicitation Number: RFQ 12-01</b></p> <p align="center"><b>Scale Maintenance, Parts and Service</b></p>	<p align="center"><b>CITY OF GLENDALE</b>          Field Operations/Landfill          Division          6210 W. Myrtle, Suite 111          Glendale, Arizona 85301</p>
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4.0

**PRICING PAGE**

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not to exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

4.1 **PRICING STRUCTURE**

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Hourly rate Call outs	<u>NA</u>	<u>\$ 69.00</u>	<u>\$ 69.00</u>
Scale Calibrations Set Price	<u>Once per quarter</u>	<u>\$ 350.00</u>	<u>\$ 1400.00</u>
Material Mark-Up	<u>NA</u>	<u>25 %</u>	<u>25%</u>

4.2 **TAX AMOUNT** Do not include any use tax or federal tax in your quotation. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 9.3

4.3 **DELIVERY** Bidder states that all items will be delivered 3 calendar days after receipt of purchase order.

COMPANY NAME: DAVIRRO, LLC / SCALE CENTER OF ARIZONA



# SCALE CENTER of Arizona

Davirro LLC, dba Scale Center of Arizona  
4855 W. McDowell Road, Suite # 70B  
Phoenix, Arizona 85035  
Tel (602) 272-1468 / (800) 972-7391  
Fax (602) 272-1583

Please visit our website at [www.ScaleCenterAZ.com](http://www.ScaleCenterAZ.com) for additional information, products and services

City of Glendale  
Scale Maintenance, Parts & Service

RFQ 12-01  
Submittal

## 1.5.1 QUALIFICATIONS-Company

Scale Center of Arizona has been in business for 20 years and serves Arizona's industrial businesses and municipal agencies. SCA provides products from the top industrial scale manufacturers in the U.S.A for all applications from laboratory balances to heavy duty truck scales. Our customer base growth has developed into long-term and lasting relationships with a growing list of customers around Arizona.

SCA is the only Cardinal Scale Mfg. representative for truck scales in Arizona, providing service, repair, parts and calibration of all of their products.

### 1.5.1.1 QUALIFICATIONS - Service & Calibration Technicians

Eric Wright – Senior Technician -12 yrs experience, with Scale Center since 2001

Arizona Dept of Weights & Measures licensed technician since 2001. Factory trained with Cardinal Scale Mfg and Rice Lake Weighing in truck scales, including installation, testing & calibration, troubleshooting, electronic repair. Experience with RF systems, computer software, printers, remote displays and unattended access systems.

Eric has been responsible for service, calibration & installation of similar equipment in the Solid Waste Industry at City's of Glendale, Phoenix & Scottsdale, Allied Waste and Waste Management locations around Arizona

Walter Canales – 11 yrs experience, employed by Scale Center since 2007

Arizona Dept of Weights & Measures licensed technician since 2007. Factory trained with Cardinal Scale Mfg and Rice Lake Weighing in truck scales, including installation, testing & calibration, troubleshooting, electronic repair. Experience with RF systems, computer software, printers, remote displays and unattended access systems.

Walter has been responsible for service, calibration & installation of similar equipment in the Solid Waste Industry at City's of Glendale, Phoenix & Scottsdale, Allied Waste and Waste Management locations around Arizona

Tim Johnson – 5 yrs experience, employed by Scale Center since 2012

Arizona Dept of Weights & Measures licensed technician since 2012. Factory trained with Cardinal Scale Mfg in truck scales, including installation, testing & calibration, electronic troubleshooting and related peripherals.

Tim first started in the scale industry in Utah in his previous employment and has experience in the Solid Waste industry.

Tim Labenske – 1 yr experience, employed by Scale Center since 2012

Arizona Dept of Weights & Measures licensed technician since 2012. Tim is a technician-in training and has experience in the Solid Waste Industry.

1.5.1 QUALIFICATIONS-Staff

Jackie McLaughlin – Office Manager, employed with Scale Center since 2004. Jackie's 30 year experience with customer service, accounting and relationships with our customer base, has provided an easily workable link between the customer and SCA.

Dennis Davirro – President, started Scale Center in 1992

With over 35 years in the scale industry, I have held various positions including, assistant to the Director of Engineering of scale manufacturing, Dealer Operations Sales Manager, Scale Engineering, Drafting & Manufacturing liaison, and General Manager until 1992.

Scale Center of Arizona was started in 1992, having directed both sales & service departments while developing relationships with customers in industry and municipalities around Arizona.

1.5.2 Radio Frequency Experience

City of Glendale  
Waste Management – 15 locations  
Arizona Dept of Transportation-Port of Entry's  
Re-Community Recycling  
Pinal Feeding

1.5.3 References-

Solid Waste Customers:

City of Glendale  
City of Scottsdale- Transfer Station  
Re-Community Recycling- Phoenix, Scottsdale, Chandler & Tucson  
Republic Services/Allied Waste- Phoenix, N. Phoenix, Mesa, Coolidge, Florence  
Waste Management – 15 Arizona locations

Industry & Commercial Customers:

Arizona Dept of Transportation  
Cal Portland Cement  
United Parcel Service  
Chevron-Phillips Chemical  
Univar Chemicals

4.0 Pricing

Please note that our quarterly pricing is based on your average invoice over the last 5 years of servicing the City of Glendale landfill scales.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

(Cover Page)

**EXHIBIT C**  
**Professional Services Agreement**

Services shall be procured on an as-needed basis.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 4 of the Agreement. The amount of compensation, scale maintenance parts and service, is provided in RFQ 12-01 and its supporting documents.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$9,800 per fiscal year, or a maximum of \$49,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement.

**DETAILED PROJECT COMPENSATION**

Scale maintenance, parts and service on city scales at the Landfill and MRF on a routine and on as needed basis.

**EXHIBIT E**  
**Professional Services Agreement**

**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
  - 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
  - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
  - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
  4. **Exceptions**.
    - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.
    - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
    - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.