

Activity	Request Title	Dept	Account	FY 2024	FY2025	FY2026	FY2027	FY2028	Total
62335	Land Acquisition for Affordable Housing Program	Admin	111-5-1415-660	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$1,200,000
	Replace Digital Signs	Admin		\$0	\$0	\$0	\$0	\$260,000	\$260,000
	Court Facility	Court		\$0	\$817,000	\$12,611,000	\$0	\$0	\$13,428,000
62409	5th Avenue Sanitary Sewer Replacement	Dev Serv	148-5-1591-670	\$879,000	\$0	\$0	\$0	\$0	\$879,000
	City Hall Expansion	Dev Serv		\$0	\$587,000	\$5,328,000	\$0	\$0	\$5,915,000
62306	Downtown Street Reconstruction	Dev Serv		\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
	Gentry Park Redevelopment	Dev Serv		\$0	\$345,000	\$3,655,000	\$0	\$0	\$4,000,000
	Peoria Avenue Linear Park	Dev Serv		\$0	\$500,000	\$3,500,000	\$0	\$0	\$4,000,000
	Plotter/Scanner Replacement	Dev Serv		\$0	\$0	\$0	\$30,000	\$0	\$30,000
	Police Station Expansion	Dev Serv		\$0	\$186,000	\$2,845,000	\$0	\$0	\$3,031,000
	Finance Copier Replacement	Finance		\$0	\$9,000	\$0	\$0	\$0	\$9,000
	Finance Software Replacement	Finance		\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
62413	Conversion of One Station Office into Crew Dormitory Space	Fire	111-5-2511-656	\$10,000	\$0	\$0	\$0	\$0	\$10,000
62412	Fire Copier Replacement	Fire	111-5-2511-617	\$9,000	\$0	\$0	\$0	\$0	\$9,000
62415	Fire Education Robot	Fire	149-5-2511-617	\$17,000	\$0	\$0	\$0	\$0	\$17,000
	Fire Station Facility	Fire		\$0	\$1,218,000	\$16,719,000	\$0	\$0	\$17,937,000
62410	Recirculating Water, Engine Training System	Fire	149-5-2511-617	\$120,000	\$0	\$0	\$0	\$0	\$120,000
62411	Refrigerated Medication Box	Fire	147-5-2511-617	\$7,000	\$0	\$0	\$0	\$0	\$7,000
	Replacement Apparatus - Second Fire Engine	Fire		\$0	\$900,000	\$0	\$0	\$0	\$900,000
62406	Replacement Heart Monitor/Defibrillator	Fire		\$0	\$40,000	\$0	\$0	\$0	\$40,000
	Replacement Thermal Imager	Fire		\$0	\$10,000	\$0	\$0	\$0	\$10,000
62414	Retrofit Existing Fleet Vehicle #7513 for Alternate Use	Fire	111-5-2511-650	\$14,500	\$0	\$0	\$0	\$0	\$14,500
62309	121st Ave Improvements (WWTP to Joe R. Ramirez Rd Alignment)	HURF	131-5-3581-657	\$50,500	\$0	\$0	\$0	\$0	\$50,500
62416	Grant Funded Mobile Lift Trailer	HURF		\$75,000	\$0	\$0	\$0	\$0	\$75,000
62407	HURF Equipment Replacement	HURF		\$0	\$0	\$0	\$150,000	\$0	\$150,000
	MAG Funded Street Sweeper	HURF		\$0	\$400,000	\$0	\$0	\$0	\$400,000
62115	Neighborhood Traffic Calming Program (NTCP)	HURF	131-5-3581-657	\$40,000	\$0	\$40,000	\$0	\$40,000	\$120,000
62052	Pavement Management Program	HURF	131-5-3581-657	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$7,000,000
62417	Thompson Ranch Utility Easement Access	HURF	131-5-3581-657	\$100,000	\$0	\$0	\$0	\$0	\$100,000
62308	Varney Road Roadway Improvements (129th Ave to El Mirage Rd)	HURF	131-5-3581-657	\$52,500	\$0	\$0	\$0	\$0	\$52,500
	Vehicle Replacement Program - HURF	HURF		\$0	\$0	\$0	\$0	\$57,000	\$57,000
	Human Resources Copier Replacement	HR		\$0	\$0	\$0	\$0	\$9,000	\$9,000
62025	Backup Infrastructure Replacement	IT	111-5-1511-617	\$45,000	\$0	\$0	\$0	\$0	\$45,000
62026	City Hall Server Replacements	IT	111-5-1511-617	\$50,000	\$0	\$0	\$0	\$0	\$50,000
62419	Network Routers Replacement	IT	111-5-1511-617	\$24,000	\$0	\$0	\$0	\$0	\$24,000
	Replacement of 2 Firewalls	IT		\$0	\$17,000	\$0	\$0	\$0	\$17,000
62418	Security Information and Event Monitoring Cloud Solution	IT	111-5-1511-617	\$15,000	\$0	\$0	\$0	\$0	\$15,000
62338	Land for Court Facility	Non-Dept	111-5-1591-660	\$390,000	\$0	\$0	\$0	\$0	\$390,000
62339	Land for Fire Station Facility	Non-Dept	111-5-1591-660	\$575,000	\$0	\$0	\$0	\$0	\$575,000
62302	Vehicle Replacement Program - Non-Departmental	Non-Dept		\$0	\$0	\$48,000	\$0	\$0	\$48,000
62423	Additional Office Space	Police	111-5-2111-656	\$15,000	\$0	\$0	\$0	\$0	\$15,000
62422	Commercial Ice Machine	Police	111-5-2111-617	\$8,000	\$0	\$0	\$0	\$0	\$8,000
	Crime Scene Vehicle	Police		\$0	\$0	\$100,000	\$0	\$0	\$100,000
	Employee Walk-Through East Security Gate	Police		\$0	\$0	\$10,000	\$0	\$0	\$10,000
62430	Evidence Area Addition with Fridge and Freezer	Police	111-5-2111-656	\$280,000	\$0	\$0	\$0	\$0	\$280,000
62426	Police Vehicle for Detective	Police	111-5-2111-650	\$40,000	\$0	\$0	\$0	\$0	\$40,000
62428	Police Vehicle for K9 Officer	Police	111-5-2111-650	\$107,000	\$0	\$0	\$0	\$0	\$107,000
62427	Police Vehicle for School Resource Officer	Police	111-5-2111-650	\$86,500	\$0	\$0	\$0	\$0	\$86,500
62420	Portable Radio for Detective	Police	111-5-2111-617	\$7,500	\$0	\$0	\$0	\$0	\$7,500
62421	Portable Radio for School Resource Officer	Police	111-5-2111-617	\$7,500	\$0	\$0	\$0	\$0	\$7,500
62424	Portable Radios for Police Assistants	Police	111-5-2111-617	\$22,500	\$0	\$0	\$0	\$0	\$22,500
62429	Upgraded Warehouse Shelving for Property and Evidence	Police	111-5-2111-656	\$220,000	\$0	\$0	\$0	\$0	\$220,000
62425	Vehicle Radios	Police	111-5-2111-617	\$37,500	\$0	\$0	\$0	\$0	\$37,500



11535 E. Germann Rd., Chandler, AZ 85286 P 480-732-9238 F 480-732-9239
 AZROC A-110612 B4-110396

Proposal

24603 Dysart & Greenway JOC

To: City of El Mirage **Project:** 24603
 12145 NW Grand Ave., P.O. Box 26 Dysart & Greenway JOC
 El Mirage AZ, 85335- **Location:** Dysart Rd & Greenway Rd
Attn: El Mirage
Phone: (623) 933-1228 **Engineer:**
Fax: (623) 876-4601 **Date of Plans:**

Item No.	Item Description	Quantity	UM	Unit Price	Total Amount
10	Remove and Replace Sidewalk MAG 230 4" Thick MAG B	170	SF	\$70.00	\$11,900.00
20	Remove and Replace In-Kind Sidewalk Ramp MAG B	215	SF	\$80.00	\$17,200.00
30	Traffic Control	1	LS	\$5,500.00	\$5,500.00
40	Payment and Performance Bond @ 1.8%	1	LS	\$623.00	\$623.00
50	Insurance @ .5%	1	LS	\$176.00	\$176.00
60	Sales Tax @ 6.045%	1	LS	\$2,140.00	\$2,140.00
Concrete Remove and Replace					\$37,539.00
Grand Total					\$37,539.00

Special Conditions and Exclusions

Scope of Work:
 Removing and replacing in kind sidewalk and sidewalk ramps for the south east corner of Dysart Rd and W Greenway Rd.
 Traffic control will be set up closing a right lane for both Dysart and Greenway for 3-4 days.
 Excludes Remediation of subgrade if required.
 Excludes providing a temporary pedestrian walkway.
 Based on sidewalk closure.
 Excludes removal and replacement of pavement.
 Excludes materials testing, certified payroll, permits, SWPPP.



11535 E. Germann Rd., Chandler, AZ 85286 P 480-732-9238 F 480-732-9239
AZROC A-110612 B4-110396

Proposal

24603 Dysart & Greenway JOC

General Conditions

We propose to furnish labor and materials to complete the items of work per the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal may be withdrawn by DCS Contracting if not accepted within thirty days. If work is not started within 60 days of signed contracts prices are subject to adjustment for all items not completed by that date. Applications for payment submitted by the end of the month are due and payable by the 15th of the following month (15 days). If payment is not received within forty-five (45) days after the application for payment has been submitted, DCS Contracting, Inc. has the right to stop work and terminate the contract and recover payment for all work executed to date, including reasonable overhead, profit and damages. Your signature on a copy of this proposal returned to us shall indicate acceptance and this document shall become a contract between us and shall be binding on both parties. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Submitted By:

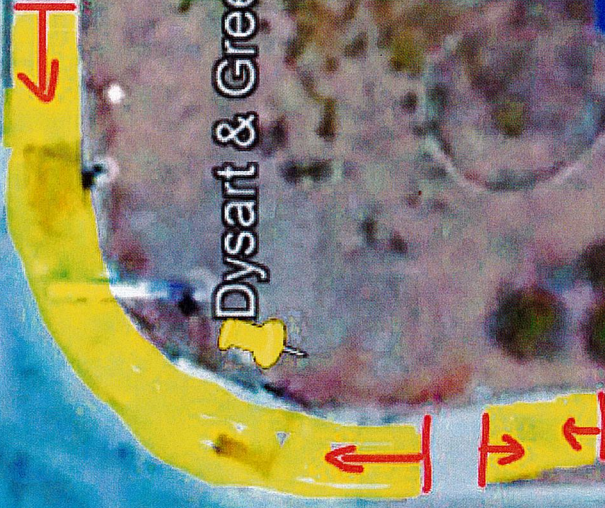
Accepted By:

Trennis Stanley
trennis.stanley@dcscontracting.com
O. 602-695-9952

Date: _____

Printed Name and Title

Dysart Rd



Dysart & Greenway JOC WO

46 ft

TEK





11535 E. Germann Rd., Chandler, AZ 85286 P 480-732-9238 F 480-732-9239
 AZROC A-110612 B4-110396

Proposal

24604 Dysart & Thunderbird JOC

To: City of El Mirage 12145 NW Grand Ave., P.O. Box 26 El Mirage AZ, 85335-	Project: 24604 Dysart & Thunderbird JOC Location: Dysart Rd & Thunderbird Rd El Mirage
Attn:	Engineer:
Phone: (623) 933-1228	Date of Plans:
Fax: (623) 876-4601	

Item No.	Item Description	Quantity	UM	Unit Price	Total Amount
10	Remove and Replace 2' Portion of Sidewalk/Ramp	92	SF	\$100.00	\$9,200.00
20	Remove and Replace Asphalt Patch	106	SF	\$250.00	\$26,500.00
30	Traffic Control	1	LS	\$8,000.00	\$8,000.00
40	Bond @ 1.8%	1	LS	\$786.00	\$786.00
50	Insurance @ .5%	1	LS	\$222.00	\$222.00
60	Sales Tax for City of El Mirage @ 6.045%	1	LS	\$2,702.00	\$2,702.00
Remove and Replace In Kind Sidewalk and Ramp					\$47,410.00
Grand Total					\$47,410.00

Special Conditions and Exclusions

Excludes materials testing, certified payroll, permits, SWPPP.

Scope of Work:

Removing and replacing 2' wide portion of sidewalk and ramp in-kind. Remove and replace 53' x 2' Asphalt for the south east corner of Dysart Rd and W Thunderbird Rd. Existing curb to remain. in place.

*Traffic Control pricing based on 8hr setup a day. Traffic control will be set up closing a right lane for both Dysart and Thunderbird for 3-4 days.

Excludes Remediation of subgrade if required.

Excludes providing a temporary pedestrian walkway.

Based on sidewalk closure.

Excludes Railroad flaggers/monitor if required by railroad.



11535 E. Germann Rd., Chandler, AZ 85286 P 480-732-9238 F 480-732-9239
AZROC A-110612 B4-110396

Proposal

24604 Dysart & Thunderbird JOC

General Conditions

We propose to furnish labor and materials to complete the items of work per the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal may be withdrawn by DCS Contracting if not accepted within thirty days. If work is not started within 60 days of signed contracts prices are subject to adjustment for all items not completed by that date. Applications for payment submitted by the end of the month are due and payable by the 15th of the following month (15 days). If payment is not received within forty-five (45) days after the application for payment has been submitted, DCS Contracting, Inc. has the right to stop work and terminate the contract and recover payment for all work executed to date, including reasonable overhead, profit and damages. Your signature on a copy of this proposal returned to us shall indicate acceptance and this document shall become a contract between us and shall be binding on both parties. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Submitted By:

Accepted By:

Trennis Stanley
trennis.stanley@dccontracting.com
O. 602-695-9952


Date:

Printed Name and Title

Dysart & Thunderbird

El Mirage JOC
Sawcut & remove 2'

Legend

 Dysart & Greenway JOC WO

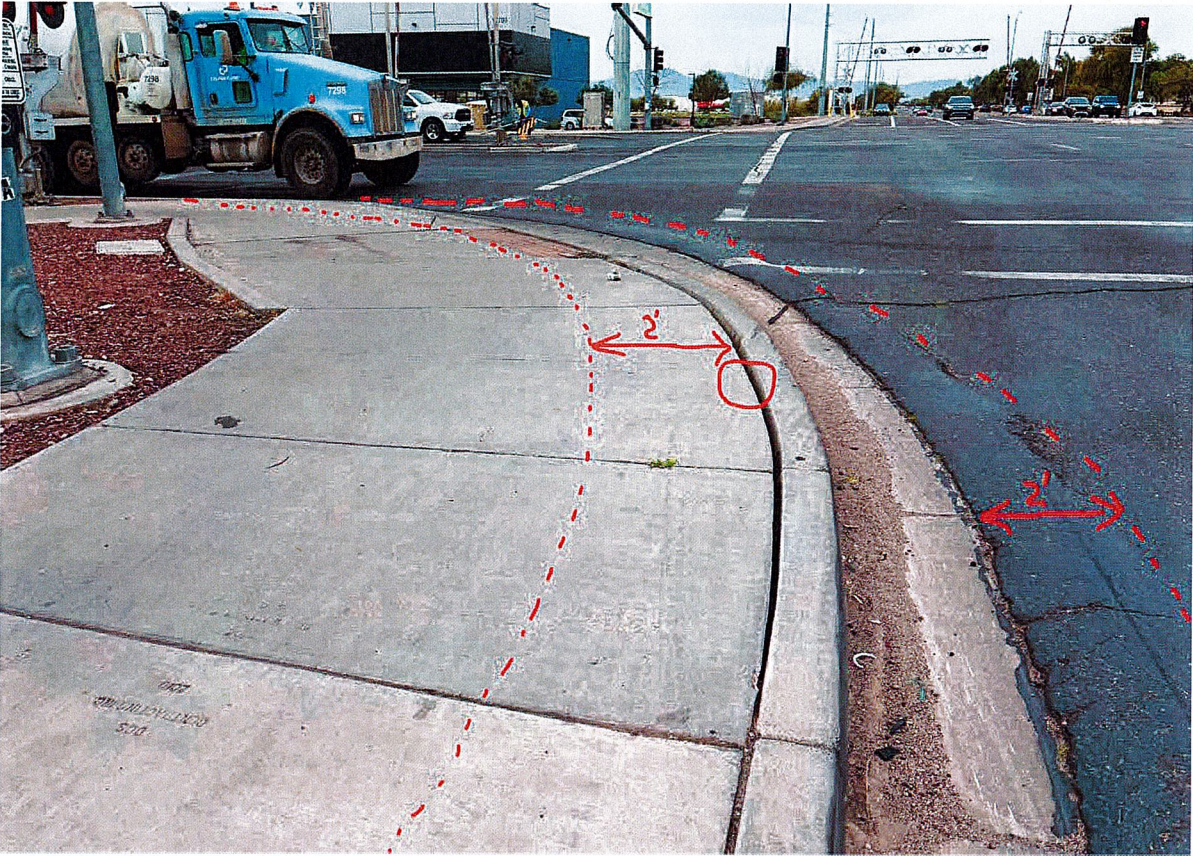
 N Dysart Rd, & W Thunderbird Rd

2' sawcut
existing AC,
remove and
replace in-kind,
crackseal.

2' sawcut existing
sidewalk & ramp
concrete, remove and
replace to close gap
at curb.

Remove &
replace
truncated
domes to
current ada/City
standard.







PW23-RFQ-JOC01

JOB ORDER CONTRACT FOR ASPHALT, CONCRETE, AND
GRADING PROJECTS

City of El Mirage
10000 N El Mirage Rd
El Mirage, AZ 85335



City of El Mirage
REQUEST FOR PROPOSAL
Job Order Contract for Asphalt, Concrete, and Grading Projects

- I. PROFESSIONAL SERVICES CONTRACT
- II. AGREEMENT

1. PROFESSIONAL SERVICES CONTRACT

CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and DCS Contracting, Inc. a(n)TBD(“Consultant”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to provide Job Order Contract for Asphalt, Concrete, and Grading Projects (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

2. AGREEMENT

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

2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Cason Chambers, (Title) Operations Superintendent, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.6. OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant 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. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

2.7. TERM AND EXTENSION

- This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for TBD to TBD, with an option to extend for an additional TBD.

2.8. TERMINATION

1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such

termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

2.9. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

2.10. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2.11. COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

2.12. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

2.13. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

2.14. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

2.15. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

2.16. INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

2.18. NOTICES

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

In the case of Consultant: DCS Contracting, Inc.
Attn: TBD

TBD

In the case of City City of El Mirage
Attn: City Manager
10000 North El Mirage Road

El Mirage, Arizona 85335

With a copy to: City of El Mirage
City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

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

2.19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

2.20. TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

2.21. ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

2.22. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

2.23. CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

2.24. SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

2.25. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

2.26. INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

2.27. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

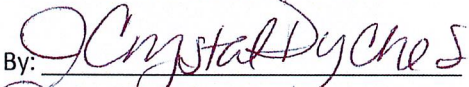
To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

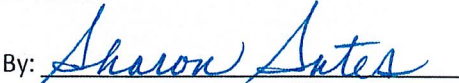
2.28. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

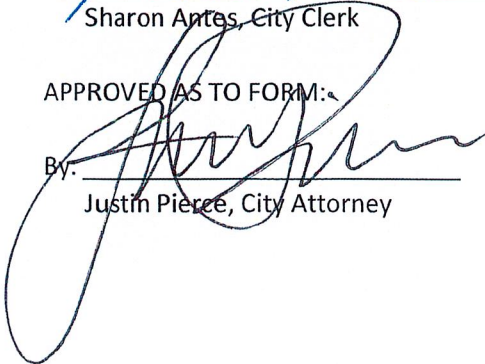
CITY OF EL MIRAGE CONSULTANT:

By: 
J. Crystal Dyches, City Manager

ATTEST:

By: 
Sharon Antes, City Clerk

APPROVED AS TO FORM:

By: 
Justin Pierce, City Attorney