

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Legend Technical Services of Arizona, Inc., a(n) Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 16, 2021 under (S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Water, Wastewater and Hazardous Waste Laboratory Services, Agreement No. 2021181 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was November 16, 2021, until the date the contract expires on November 15, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond November 15, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until November 15, 2024. The City may renew the term of this Agreement for up to a maximum of

(2) two years until the Cooperative Purchasing Agreement expires on November 15, 2026. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2.

Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3.

Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any renewals).

4.

Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5.

Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6.

Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7.

E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8.

No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9.

Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303
And

Legend Technical Services of Arizona, Inc.
c/o Marci Payne
17631 N. 25th Avenue
Phoenix, AZ 85023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Legend Technical Services of Arizona, Inc.,
an Arizona Corporation

By: _____
Kevin R. Phelps
City Manager

By: Marci Payne
Name: Marci Payne
Title: Authorized Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.,**

EXHIBIT A

(Water, Wastewater and Hazardous Waste Laboratory Services, City of Mesa Contract No. 2021181)

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.,**

EXHIBIT B
Scope of Work

PROJECT

Contractor will provide laboratory services as outlined in the City of Mesa Agreement No. 2021181.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.,**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be compensated for laboratory testing services as needed.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$400,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor will be compensated for laboratory testing services per the City of Mesa, Agreement No. 2021181, Exhibit B.



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2021181
WATER, WASTEWATER, AND HAZARDOUS WASTE LABORATORY SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.stallings@mesaAZ.gov
Phone	(480) 644-2815

With a copy to: City of Mesa – Water Resources
Attn: Greg Flynn, Sr. Fiscal Analyst
P.O. Box 1466
Mesa, AZ 85211-1466
Greg.Flynn@MesaAZ.gov

AND

LEGEND TECHNICAL SERVICES OF ARIZONA, INC. ("Contractor")

Mailing Address	17631 N. 25th Ave Phoenix, AZ 85023
Remit to Address	17631 N. 25th Ave Phoenix, AZ 85023
Attention	Marci Payne
E-Mail	mpayne@legend-group.com
Phone	602-324-6121

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 15th day of November, 2021, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Legend Technical Services of Arizona, Inc., an AZ corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number 2021181 ("Solicitation") for **WATER, WASTEWATER, AND HAZARDOUS WASTE LABORATORY SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **November 16, 2021**, and ending on **November 15, 2024**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

- 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")**. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the ninety (90) to sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the

Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6 **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
- 6.9.4 Contractor's Pollution Liability - Contractor's pollution liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:
- 6.9.4.1 Bodily injury sickness, disease, death, mental anguish or shock;
 - 6.9.4.2 Property damage, including physical injury, to or destruction of property Including loss of use, cleanup costs, and loss of use of property not physically injured nor destroyed; and
 - 6.9.4.3 Defense costs, including charges and expenses for investigation and claims adjustment.

- 7 **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed

within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8 **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9 **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10 **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11 **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12 **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

13 **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.


14 **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

- 15 **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: 
Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of
Mesa, Arizona, ou=Business Services,
email=ed.quedens@mesaz.gov,
c=US
Date: 2021.11.16 12:16:41 -07'00'
Adobe Acrobat version:
2021.007.20099

Printed Name

Title

Date

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

By: 

Marci Payne
Printed Name

Sales & Marketing Manager
Title

11/16/2021
Date

REVIEWED BY:

By: 
Ted Stallings, CPPB
Procurement Officer II

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** To provide analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radio chemicals with qualified licensed environmental laboratories.

Renewal options are based on contractor(s) performance, service, ability to provide high quality products(s) and demonstrates cost containment efforts.

2. **MULTI-AGENCY PROCUREMENT:** The following agencies have expressed their intent to purchase from resulting contract. Any and all S.A.V.E members may also purchase from resulting contract.

Agency Name

- City of Avondale
- City of Mesa
- City of Peoria
- City of Scottsdale
- City of Tempe
- Town of Gilbert
- Town of Payson
- Salt River Project Agricultural Improvement and Power District

All agencies named in this RFP hereafter referred to as "Agency or Agencies".

3. **BACKGROUND:** The Safe Drinking Water Act (SDWA), Hazardous waste (RCRA), National Pollutant Discharge Elimination System (NPDES) permits, Arizona Pollutant Discharge Elimination System (AZPDES), Aquifer Protection Permit (APP), Municipal Separate Storm Sewer System Permit (MS4) and Industrial Pretreatment Program (IPP) require the City of Mesa to perform a multitude of analytical tests to ensure compliance with Federal, State, and Local regulations. The complexity of testing, specialized equipment requirements and sampling requirements are continually increasing.

Analyses required must conform to all NPDES, AZPDES, APP, MS4, RCRA, SDWA, Clean Water Act (CWA), Clean Air Act (CAA), or other State and/or Federal mandated requirements. Laboratories performing such tests must meet and adhere to Arizona Department of Health Services (ADHS) Laboratory Licensure requirements as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes.

4. **FUTURE NEEDS AND REQUIREMENTS:** The City recognizes that do to regulatory and statute changes and requirements, as well as needs of each agency that it may be necessary to add new or change services to resulting contract(s). Therefore, City reserves the right to add new services and products to the contract. Such services and services added to the resulting contract(s) should be at the same pricing methodology/discounts as the services and products already on contract. This section will also apply to future UCMR studies that do not have a final approved list of testing. Participating agencies may also amend any participating agreement(s) as necessary.

5. **SERVICES TO BE PROVIDED:** The Contractor shall conduct environmental testing and analysis as requested by the City for purposes of compliance with the National Pollutant Discharge Elimination System, Arizona Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Hazardous waste, State Aquifer Protection Permits, Reuse Permits, Municipal Separate Storm Sewer System Permit, Industrial Pretreatment Program and special projects. Additionally, the EPA requires the City to participate in Unregulated Contaminant Monitoring Rules (UCMR), with future revisions expected; while future constituents of the UCMR studies won't be known until they are issued, the licensing, reporting and penalty requirements

**EXHIBIT A
SCOPE OF WORK**

should still be standard with the other testing within the contract. The Contractor must be certified by the EPA to perform UCMR testing. If there is no Contracted Lab certified under the EPA to perform UCMR testing, the City reserves the right to use a laboratory off contract due to EPA requiring the use of a certified UCMR laboratory.

6. **SAMPLE CONTAINERS:** The Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the Contractor prior to shipment of bottles. Sample containers shall be pre-labeled identifying the analyses types requested and preservatives used by the City. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. The Contractor shall supply any necessary trip blanks. The Contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.
7. **CHAIN OF CUSTODY:** The Contractor may be requested to provide chain of custody forms and chain of custody seals for bottles and coolers. One chain of custody form shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included with each individual analysis report. The Contractor and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in August 1991, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.
8. **TRANSPORTATION:** The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the City. Field samples shall be picked up as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours or less of the City's request. Fecal coliform samples shall be picked up within two (2) to four (4) hours of the City's request. The Contractor shall deliver sample bottles no later than forty-eight (48) hours after the City's request. The Contractor shall provide all necessary shipping containers.
9. **SAMPLE CONTROL:** Any sample or trip blank received by the laboratory in unacceptable condition or rendered unacceptable for analyses while in the possession of the laboratory, shall be reported to the appropriate City Project Manager or their designee within forty-eight (48) hours of loss of sample.

The City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred (\$100.00) dollars, whichever is greater. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty (50%) percent reduction in the analysis fee for the accompanying field samples.

If the Contractor chooses to subcontract out analysis to another laboratory, it is the contractor's responsibility to ensure that the subcontracted laboratory is licensed by ADHS as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes for the analytes requested. The City reserves the right to recover cost of re-sampling due to Contractor's failure to ensure the subcontractor is properly licensed by ADHS. The laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred (\$100.00) dollars, whichever is greater.

**EXHIBIT A
SCOPE OF WORK**

10. **LABORATORY SERVICES AND ANALYTICAL REQUIREMENTS:** All analyses must use current and future Federal, and Arizona Department of Health Services (ADHS) approved test methods for 1) drinking water, 2) hazardous waste, 3) wastewater, 4) solid waste and 5) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical methods). The Contractor must meet detection limits required by Local, State, and Federal regulations. The Contractor shall submit a copy of their Quality Assurance/Quality Control (QA/QC) manual along with the bid. The City reserves the right to request and be given copies of subcontractor(s)s QA/QC manuals within three working days. The Contractor and subcontractor manual(s) must provide, at a minimum, details on the Contractor's and subcontractor's procedures concerning:
- a. sample preservation, holding times, and sample containers used.
 - b. chain of custody procedures sample receipt and tracking.
 - c. review and reporting of results.
 - d. laboratory record keeping procedures.
 - e. organizational chart of laboratory management.
 - f. maintenance and calibration of instruments.
 - g. use of standard reference materials in analysis.
 - h. internal QC program.
 - i. corrective action of QC problems.
 - j. determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised).
 - k. Minimum Reporting Levels (MRL).
 - l. sample bottle preparation and QC testing program.
 - m. resumes of key laboratory personnel.
 - n. list of parameters for which they hold ADHS license and certification.
 - o. description of use and procedures for data flags/qualifiers.

Quality control tests and checks for precision, accuracy and control of method will be conducted as defined by EPA approved methods. The Contractor and any subcontractors shall use the City's samples designated for QC for duplicate, trip blank, and matrix spike purposes. Upon effective date of the contract, the City shall define the level of the report required.

A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or email to the City's Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCL's and/or triggers and/or NPDES/APP/Reuse Permit limits shall be immediately communicated via telephone or email to the City Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid under this Agreement.

11. **HOLDING TIMES:** The laboratory shall notify the appropriate City Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The decision on analysis of such samples will be made upon notification. The City reserves the right to recover cost of re-sampling due to the Contractor failing to meet sample holding times, provided that the Contractor has had possession of the sample for at least fifty (50%) percent of the sample holding time. The exception to this would be in the case of coliform samples where the Contractor will only be liable if the Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to the Contractor at the rate of the City's cost plus standard overhead cost or one hundred (\$100.00) dollars, whichever is greater.
12. **WRITTEN REPORTING OF ANALYSIS RESULTS:** Hardcopy and electronic copy final reports for drinking water sample results shall be submitted to the appropriate City Project Manager or their designee within twenty (20) working days of laboratory receipt of each sample.

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Hardcopy and electronic copy final reports for lakes, stormwater, wastewater, solid waste and hazardous waste sample results shall be submitted to the appropriate City Project Manager or their designee within ten (10) to fifteen (15) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for air sample results shall be submitted to the appropriate City Project Manager or their designee within five (5) to ten (10) working days of laboratory receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, method blanks and trip blank results for each applicable constituent requested.

Each individual analysis report shall include the following:

- a. Cover letter, including all laboratory information i.e., Laboratory name, address, phone number, contact person, etc.
- b. Case Narrative, explaining any corrective actions, any subcontractors, and/or any problems that may have occurred.
- c. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
- d. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- e. Chain of custody as submitted, plus subcontractors' chain of custody if applicable.
- f. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms in addition to the Contractor's standard reporting form.
- g. ADHS Lab Licensure number.
- h. Agency sample identification number.
- i. Analyst performing the analysis.
- j. Date and Time of Analysis (to allow the City to check attainment of holding times).
- k. Unique Sample Number.
- l. Report Date
- m. Report ID

The Contractor shall be responsible and liable for a written communication of any miscalculation or error in analytical results to the appropriate City Project Manager or their designee. The Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies, as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter or case narrative. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

The City has the right to enforce penalties for late sample results. A three percent (3%) per day penalty per report may be charged to the Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. The Contractor will be held liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against the City by the State or Federal government due to late submittal of analysis results that are the due to the Contractor exceeding the above specified delivery times shall be paid by the Contractor.

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13. **ELECTRONIC TRANSFER OF REPORTING RESULTS:** All laboratory results shall be issued electronically to the City. When requested contractor shall provide hard copy reports within four (4) working days.

Verification that electronic data is not duplicated shall be completed by the laboratory. Either an electronic or hard copy list of sample reports issued shall be maintained for review by the City. This report shall include the Agency Chain of Custody ID Number (Agency ID), the laboratory accession number (Accession ID), and date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated. The applicable charge out rate will be used to calculate this charge. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the Contract Laboratory.

14. **RECORD KEEPING AND RETENTION:** The Contractor shall maintain documentation of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

Upon request the Contractor shall provide raw and final data to the City. The Contractor can redact sample numbers, site names or any other information that is provided on the raw or final data belonging to another entity besides the City; however, results allowing the confirmation of data should remain available.

If the laboratory can no longer maintain the data, the City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least forty-five (45) days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

The Contractor shall always maintain the integrity of the City's samples.

15. **PROJECT MANAGER:** All correspondence dealing with issues related to work completed under this contract shall be directed to the appropriate City Project Manager or their designee.

These names and addresses of the City Project Managers will be announced at the time of contract award.

The Contractor shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City work under this contract. The Project Manager shall be considered one of the Key Personnel as per the Special Terms and Conditions of this RFP. If the Project Manager is not available due to vacation or extended time away; a temporary contact should be named to handle urgent issues.

16. **CONTRACTOR CAPABILITY AND CAPACITY:** During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any, and all subcontractors shall provide for access by City and State personnel and their authorized representatives to audit the lab to ensure the accuracy and precision of laboratory results related to the work performed.

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17. **STATE OF ARIZONA CERTIFICATION/ENVIRONMENTAL PROTECTION AGENCY APPROVALS:** The Contractor and any, and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA. The Contractor shall submit copies of such licenses and those of its sub-contractors with bid responses.

The Contractor shall provide copies of certification to the City upon execution of the contract and any renewal thereof. Contractor shall provide to the City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within twenty-four (24) hours of notification.

18. **EPA/ADHS QUALITY ASSURANCE/QUALITY CONTROL:** The Contractor and any and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. The most current proficiency results shall be submitted along with the bid. Additionally, the contractor shall provide copies of the last two (2) audit reports by ADHS or EPA and associated responses and resolution.

19. **PROFICIENCY SAMPLES:** The City may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

The lab will be required to submit a QA/QC report on any deficiencies and the corrective action associated with the proficiency samples on an individual sampling period basis.

The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in cancellation of the contract.

The City shall, at different times, split samples with another lab.

20. **DISPOSAL:** The contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

21. **PRE-AWARD AUDIT AND INTERVIEW:** Prior to award, the City may choose to audit the Contractor's laboratory. The Contractor shall provide access by the City to audit the laboratory to ensure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the City may hold an informal interview with laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's workload are found during this audit, the audit team may find the contractor non-responsive.

22. **MULTIPLE ANALYTICAL METHODS:** If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example:

- a. Metals can be analyzed by 200.7, 200.8, and 200.9.
- b. Uranium can be analyzed by 200.8 and radiochemistry methods.

23. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing

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laws, rules, and regulations during the term of this Contract shall apply, but do not require and amendment.

24. **SUB-CONTRACTOR:** A subcontractor is defined as a laboratory with a different ADHS license.

Contractor will be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

Contractor will be fully responsible for all late reports and fees as a result of the sub-contractor laboratory inability to submit reports on time.

City reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition on all required insurance documents.

25. **SAFETY STANDARDS:** Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all City, Maricopa County, State of Arizona and Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated there under.

26. **SERVICES, ADDITIONS AND DELETIONS:** The City may add and/or delete services at any time by change order. The Contractor will be paid for all approved services satisfactorily completed. The City reserves the right to utilize the prices and services originally proposed for future award recommendations. Pricing for services added to the contract should be consistent with pricing for other comparable services.

27. **INVOICING/PAYMENT:**

- a. Invoices shall include the following:
 - i. Invoice Number
 - ii. Accession Number,
 - iii. Date of Invoice
 - iv. Customer Number
 - v. City assigned Contract Number
 - vi. City's ID
 - vii. Project Name
 - viii. Project Number
 - ix. Authorization Name
 - x. Date Samples Received
 - xi. Test Description with EPA Method
 - xii. Quantity
 - xiii. Price and Surcharge (contract authorized)
 - xiv. Test Total
 - xv. Remit Amount.
 - xvi. sales tax, if applicable
- b. Individual hard copy laboratory reports shall include a separate invoice. This invoice shall include the following information:
- c. Contractor shall e-mail and mail via USPS, FedEx, UPS, etc., invoices to appropriate email address, Street Address/Post Office Box no later than five (5) to seven (7) calendar days after product/services is received by the City.

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- d. Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
- e. Payment method. Payment will be issued via city issued check or City Procurement Card (Visa or Mastercard).

City of Mesa Water Resources Department invoices and required reports are to be emailed WaterAcctsPayable@MesaAZ.gov. Invoice and correlating report must be submitted together. Awarded contractor will work with each participating agency to establish invoicing and report receipt processes.

- 28. **TERM:** This Solicitation is for awarding a fixed price purchasing contract to cover a three (3) year term.
- 29. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
- 30. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
- 31. **PRICING:**
 - a. **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the ninety (90) to sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for

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adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

32. **TYPES AND AMOUNTS OF INSURANCE:** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
- d. Contractor's Pollution Liability - Contractor's pollution liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:
 - i. Bodily injury sickness, disease, death, mental anguish or shock;
 - ii. Property damage, including physical injury, to or destruction of property Including loss of use, cleanup costs, and loss of use of property not physically injured nor destroyed; and
 - iii. Defense costs, including charges and expenses for investigation and claims adjustment.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

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All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

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PRICING**

Item	Parameter	Routine Cost	Method	Lab Performing Analysis
A	Drinking Water			
1	Microbiology			
	Total coliform			
	Multiple Tube/MPN-Quanti-Tray	\$25.00	SM 9221B/SM 9223B	LEGEND-AZ
	Membrane Filter	\$15.00	SM 9222B	LEGEND-AZ
	Colilert	\$12.00	SM 9223B	LEGEND-AZ
	Colisure	NB	NB	NB
	Presence-Absence	NB	NB	NB
	Heterotrophic Plate Count (SIMPlate)	\$25.00	SM 9215E	LEGEND-AZ
	Escherichia Coli			
	Colilert	\$12.00	SM 9223 B	LEGEND-AZ
	Colisure	NB	NB	NB
	Multiple Tube/MPN-Quanti-Tray	\$25.00	SM 9221 B/SM 9223 B	LEGEND-AZ
	Presence-Absence	NB	NB	NB
	Fecal coliform			
	Multiple Tube/MPN-Quanti-Tray	\$25.00	SM 9221E/SM 9223 B	LEGEND-AZ
	Membrane Filter	\$15.00	SM 9222 D	LEGEND-AZ
	Viruses*	\$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
	Giardia and Cryptosporidium*	\$650.00	EPA 1623	EUROFINS-IN
	<i>*equipment rental for Viruses, Giardia, & Cryptosporidium: \$100/3 days, \$35/add'l days</i>			
2	Inorganic Chemical and Physical Characteristics	Routine Cost	Method	Lab Performing Analysis
	Alkalinity	\$12.00	SM 2320 B	LEGEND-AZ
	Asbestos	\$115.00	EPA 100.1	FIBERQUANT
	Bromate	\$120.00	EPA 300.1/EPA 317 (low-level)	EUROFINS-IN
	Bromide	\$30.00	EPA 300.0	EUROFINS-IN
	Chloride	\$13.00	EPA 300.0	LEGEND-AZ
	Chlorine	\$12.00	HACH 8167	LEGEND-AZ

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Chlorine Dioxide	\$30.00	SM 4500 CL-G	EUROFINS-IN
Chlorite	\$35.00	EPA 300.0	EUROFINS-IN
Chromium Hexavalent	\$120.00/\$30.00	EPA 218.7 (bw-level)/SM 3500 Cr D (RL=0.015 mg/L)	EUROFINS-IN/LEGEND-AZ
Color	\$36.00	SM 2120 B	LEGEND-AZ
Corrosivity	\$40.00	calculation (Ca, pH, TDS, Alk)	LEGEND-AZ
Cyanide	\$40.00	SM 4500 CN E	LEGEND-AZ
Cyanide, Amenable	\$40.00	SM 4500 CN G	LEGEND-AZ
Fluoride	\$13.00	EPA 300.0	LEGEND-AZ
Hardness	\$16.00	calculation (EPA 200.7)	LEGEND-AZ
Methylene Blue Active Substances (Surfactants)	\$165.00	SM 5540	PACE NATIONAL
Nitrate	\$13.00	EPA 300.0/SM 4500 NO3 F calc.	LEGEND-AZ
Nitrite	\$13.00	EPA 300.0/SM 4500 NO2 B	LEGEND-AZ
Ortho-Phosphate	\$13.00	EPA 300.0	LEGEND-AZ
Ozone	NB	NB	NB
Perchlorate	\$100.00	EPA 314.0	EUROFINS-IN
pH	\$8.00	SM 4500 H B	LEGEND-AZ
TDS	\$12.00	SM 2540 C	LEGEND-AZ
Specific Conductance	\$10.00	SM 2510 B	LEGEND-AZ
Sulfate	\$13.00	EPA 300.0	LEGEND-AZ
TOC	\$40.00	SM 5310 C	LEGEND-AZ
DOC	\$50.00	SM 5310 C	LEGEND-AZ
Turbidity	\$10.00	EPA 180.1	LEGEND-AZ
UV254	\$50.00	SM 5910 B	LEGEND-AZ

3	Metals	Routine Cost	Method	Lab Performing Analysis
	Metals (ICP)	\$8.00	EPA 200.7	LEGEND-AZ
	Metals (ICP-MS)	\$12.00	EPA 200.8	LEGEND-AZ
	Metals (GFAA) (list metals and price)	NB	NB	NB
	Mercury	\$28.00	EPA 245.1	LEGEND-AZ
	Sample prep for metals*	\$12.00		

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	Gross Beta	\$55.00	EPA 900.0	RADIATION SAFETY
	Radon 222	\$65.00	EPA 7500 RN	RADIATION SAFETY
	Radium 226	\$80.00	GAMMA RAY HPGE (226)	RADIATION SAFETY
	Radium 228	\$110.00	GAMMA RAY HPGE (228)	RADIATION SAFETY
	Total Radium	\$190.00	GAMMA RAY HPGE	RADIATION SAFETY
	Cesium	\$175.00	CESIUM-134	RADIATION SAFETY
	Iodine	\$175.00	IODINE-134	RADIATION SAFETY
	Strontium	\$154.00	SR-04	RADIATION SAFETY
	Tritium	\$85.00	EPA 906.0	RADIATION SAFETY
	Uranium*	\$110.00/\$12.00	D6239*/EPA 200.8	RADIATION SAFETY
	Gamma Emitting Isotopes	\$160.00	D6239	RADIATION SAFETY
	<i>*D6239 is Isotopic Uranium/Uranium Activity; 200.8 is total Uranium content</i>			
6	Biological	Routine Cost	Method	Lab Performing Analysis
	Microscopic Particulate Analysis*	\$300.00	EPA 910/9-92-02	LEGEND-AZ
	<i>*equipment rental for Viruses, Giardia, & Cryptosporidium: \$100/3 days, \$35/add'l days</i>			
7	Other Drinking Water Methods	Routine Cost	Method	Lab Performing Analysis
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$13.00 per Ion	EPA 300.0	LEGEND-AZ
B		Routine Cost	Method	Lab Performing Analysis
	Wastewater			
1	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221 E	LEGEND-AZ
	Membrane Filter	\$15.00	SM 9222 D	LEGEND-AZ
	Quanti-Tray	\$25.00	SM 9223 B	LEGEND-AZ
	Total Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221 B	LEGEND-AZ
	Membrane Filter	\$15.00	SM 9222 B	LEGEND-AZ
	Quanti-Tray	\$25.00	SM 9223 B	LEGEND-AZ

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Fecal Streptococcus			
Multi Tube Fermentation	\$28.00	SM 9230 B	LEGEND-AZ
Membrane Filter	NB	NB	NB
Escherichia coli by Colilert MPN	\$25.00	SM 9223 B	LEGEND-AZ
Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 E	\$25.00	SM 9221 F	LEGEND-AZ
Viruses*	\$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
Enteric Viruses*	\$1,200.00	EPA ICR method EPA/600/R-95/178 in conjunction with the Updated EPA/600/4-84/013/SM9510	BCS
Giardia and Cryptosporidium*	\$650.00	EPA 1623	EUROFINS-IN
Ascaris lumbricoides	\$1,000.00	Modification of Reimer's 1981 (EPA 600/289/015). Method described in Appendix I of EPA 625/R-92/013 (EPA 2003)	BCS
Common tapeworm	NB	NB	NB
Entamoeba histolytica	NB	NB	NB
SARS-COV-2	\$375.00	RT-Qpcr	PACE NATIONAL
<i>*equipment rental for Viruses, Giardia, & Cryptosporidium: \$100/3 days, \$35/add'l days</i>			
2 Inorganic Chemicals, Nutrients and Demand	Routine Cost	Method	Lab Performing Analysis
Acidity	NB	NB	NB
Alkalinity	\$12.00	SM 2320 B	LEGEND-AZ
Ammonia	\$20.00	EPA 350.1	LEGEND-AZ
BOD	\$32.00	SM 5210 B	LEGEND-AZ
Bromide	\$13.00	EPA 300.0	LEGEND-AZ
COD	\$28.00	EPA 410.4	LEGEND-AZ
Chloride	\$13.00	EPA 300.0	LEGEND-AZ
Chlorine	\$12.00	HACH 8167	LEGEND-AZ

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Chromium Hexavalent	\$32.00	SM 3500 Cr B	LEGEND-AZ
Color	\$36.00	SM 2120 B	LEGEND-AZ
Cyanide (amenable)	\$40.00	SM 4500 CN G	LEGEND-AZ
Cyanide (free)	\$40.00	SM 4500 CN G	LEGEND-AZ
Cyanide (total)	\$40.00	SM 4500 CN E	LEGEND-AZ
Fluoride	\$13.00	EPA 300.0	LEGEND-AZ
Hardness	\$16.00	calculation (EPA 200.7)	LEGEND-AZ
TKN	\$30.00	EPA 351.2	LEGEND-AZ
MBAS	\$165.00	SM 5540	PACE NATIONAL
	\$13.00	EPA 300.0/SM 4500 NO3 F calc.	LEGEND-AZ
Nitrate			
Nitrite	\$13.00	EPA 300.0/SM 4500 NO2 B	LEGEND-AZ
Oil and Grease	\$80.00	EPA 1664 B	LEGEND-AZ
TOC	\$40.00	SM 5310 C	LEGEND-AZ
Ortho-Phosphate	\$13.00	EPA 300.0	LEGEND-AZ
Oxygen, dissolved	\$15.00	SM 4500 O G	LEGEND-AZ
Perchlorate	\$100.00	EPA 314.0	EUROFINS-IN
pH	\$8.00	SM 4500 H B	LEGEND-AZ
Phenols	\$110.00	EPA 420.1	TURNER
Phosphorus (total)	\$24.00	EPA 365.3	LEGEND-AZ
Residue (total)	\$12.00	EPA 2540 B	LEGEND-AZ
TDS	\$12.00	SM 2540 C	LEGEND-AZ
TSS	\$12.00	SM 2540 D	LEGEND-AZ
Settleable Solids	NB	NB	NB
Residue, Volatile	\$12.00	SM 2540 G	LEGEND-AZ
Silica	\$8.00	EPA 200.7	LEGEND-AZ
Sodium Azide	NB	NB	NB
Specific Conductance	\$10.00	SM 2510 B	LEGEND-AZ
Sulfate	\$13.00	EPA 300.0	LEGEND-AZ
Sulfide	\$20.00	HACH 8131	LEGEND-AZ
Sulfite	\$165.00	EPA 377.1	PACE NATIONAL
Turbidity	\$10.00	EPA 180.1	LEGEND-AZ

3 **Metals**

Routine Cost

Method

Lab Performing Analysis

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Metals (ICP)	\$8.00	EPA 200.7	LEGEND-AZ
Metals (ICP-MS)	\$12.00	EPA 200.8	LEGEND-AZ
Metals (GFAA) (list metals and price)	NB	NB	NB
Gold	NB	NB	NB
Iridium	NB	NB	NB
Mercury/Low Level Mercury*	\$28.00/\$100.00	EPA 245.1/EPA 1631	LEGEND-AZ
Osmium	NB	NB	NB
Palladium	NB	NB	NB
Platinum	NB	NB	NB
Rhodium	NB	NB	NB
Ruthenium	NB	NB	NB
Titanium	\$8.00	EPA 200.7	LEGEND-AZ
Uranium	\$12.00	EPA 200.8	LEGEND-AZ
Sample prep for metals	\$12.00		

*Low Level Mercury requires FB analysis \$100.00

4	Aquatic Toxicity Bioassay	Routine Cost	Method	Lab Performing Analysis
	Toxicity, Acute	975.00*	EPA 1003	BIO-AQUATIC OR AQUATIC
	Toxicity, Chronic	1495.00*	EPA 1000 & EPA 1002	BIO-AQUATIC OR AQUATIC

*Per Species

5	Organic Chemical	Routine Cost	Method	Lab Performing Analysis
	Volatile organics GC/MS	\$120.00	EPA 624.1	LEGEND-AZ
	Acrolein and Acrylonitrile	\$90.00	EPA 624.1	LEGEND-AZ
	Aldicarb	\$140.00	EPA 531.2	LEGEND-AZ
	Phenols	\$150.00	EPA 625	LEGEND-MN
	Benzidines	\$150.00	EPA 625	LEGEND-MN
	Diquat and Paraquat	\$120.00	EPA 549.2	EUROFINS-IN
	Glyphosate	\$120.00	EPA 547	LEGEND-AZ
	Endothall	\$120.00	EPA 548.1	EUROFINS-IN
	Organophosphorus Pesticides	\$130.00	EPA 608	LEGEND-MN
	Phthalate Esters	\$150.00	EPA 625	LEGEND-MN
	Nitrosamines	\$150.00	EPA 625	LEGEND-MN
	Organochlorine Pesticides and PCBs	\$130.00	EPA 608	LEGEND-MN

**EXHIBIT B
PRICING**

Nitroaromatics and Isophorone	\$150.00	EPA 625	LEGEND-MN
PFAS (\$500.00 PFAA's FB)	\$500.00	EPA 537 (modified for ww)	LEGEND-MN
PAH	\$150.00	EPA 625	LEGEND-MN
Haloethers	\$150.00	EPA 625	LEGEND-MN
Herbicides	\$210.00	EPA 8151	EUROFINS-IN
Chlorinated Hydrocarbons	\$130.00	EPA 608	LEGEND-AZ
2,3,7,8,TCDD (Dioxin)	\$355.00	EPA 1613	PACE ANALYTICAL-MN
Tetra through Octa Chlorinated Dioxins and Furans	\$690.00	EPA 1613	PACE ANALYTICAL-MN
Triazine Pesticides	\$130.00	EPA 608	LEGEND-MN
Base/Neutral and Acids (625 or 1625)	\$300.00	EPA 625	LEGEND-MN
Carbamates and Urea Pesticides	\$450.00	L 306	EUROFINS-IN
TPH	\$80.00	EPA 1664 B	LEGEND-AZ
Extractable Fuel Hydrocarbons (C10- C32)	\$165.00	EPA 8015	PACE NATIONAL
Ethylene Glycol	\$95.00	EPA 8015 (modified)	LEGEND-MN
6 Radio Chemistry	Routine Cost	Method	Lab Performing Analysis
Gross Alpha	\$55.00	EPA 600/00-02	RADIATION SAFETY
Gross Beta	\$55.00	EPA 900.0	RADIATION SAFETY
Total Radium	\$190.00	GAMMA RAY HPGE	RADIATION SAFETY
Radium 226	\$80.00	GAMMA RAY HPGE (226)	RADIATION SAFETY
7 Other Wastewater Tests	Routine Cost	Method	Lab Performing Analysis
Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, Bromide)	\$13.00 per Ion	EPA 300.0	LEGEND-AZ
O-Phosphate, Sulfate	\$13.00 per Ion	EPA 300.0	LEGEND-AZ
1657	\$190.00	EPA 1657	PACE NATIONAL
PCB's only	\$120.00	EPA 8082	LEGEND-MN
C. Hazardous Waste	Routine Cost	Method	Lab Performing Analysis
1 Microbiology			
Total Coliforms			

**EXHIBIT B
PRICING**

	Multiple Tube Fermentation	\$80.00	SM 9221 B	LEGEND-AZ
	Membrane Filter	NB	NB	NB
	Fecal Coliform Multiple Tube Fermentation	\$80.00	SM 9221 E	LEGEND-AZ
2	Hazardous Waste Characteristics	Routine Cost	Method	Lab Performing Analysis
	Corrosivity	-	-	-
	pH determination	\$10.00	EPA 9045 D	LEGEND-AZ
	Corrosive to steel	NB	NB	NB
	Dermal	NB	NB	NB
	Ignitability	\$40.00	EPA 1030	TEST AMERICA/EUROFINS-AZ
	Paint Filter	\$12.00	EPA 9095 A	LEGEND-AZ
	Reactivity	NB	NB	NB
3	Sample Extraction Procedures	Routine Cost	Method	Lab Performing Analysis
	Extraction procedure toxicity 1310A	NB	NB	NB
	TCLP 1311	\$80.00	EPA 1311	LEGEND-AZ
	1320	NB	NB	NB
	1330A	NB	NB	NB
	SPLP 1312	NB	NB	NB
	Specific conductance	\$10.00	EPA 9050 A	LEGEND-AZ
	*1311 ZHE	\$120.00	EPA 1311	LEGEND-AZ
4	Sample Prep for Metals	Routine Cost	Method	Lab Performing Analysis
	(explain reason(s) for prep and cost)	\$20.00	EPA 3010 A/3050 B	LEGEND-AZ
	<i>*additional time and supplies are required for the prep of solids and hazardous waste</i>			
5	Inorganic Chemical	Routine Cost	Method	Lab Performing Analysis
	Metals (ICP)	\$8.00	EPA 6010 B	LEGEND-AZ
	Metals (ICP-MS)*	\$12.00	EPA 6010 B	LEGEND-AZ
	Metals (GFAA) (list metals and price)	NB	NB	NB
	Chromium Hexavalent	\$42.00	SM 3500 Cr D	LEGEND-AZ
	Mercury	\$28.00	EPA 7470/1A	LEGEND-AZ
	White Phosphorus	NB	NB	NB

**EXHIBIT B
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Sample prep for metals
*hazwaste is analyzed ICP, not ICP-MS

\$20.00

6 Sample Preparation and Extraction

Included in the price of the analysis

7 Sample Cleanup
(explain reason(s) and cost)

Cost
NB

Reason(s)
-

-

8 Organics Chemicals (includes extraction)

EDB and DBCP
Nonhalogenated Volatile Organics
Volatile Organics
Organochlorine Pesticides
PCB's
PCB's in oil
PFAS (\$500.00 PFAA's FB)

PAH
Dioxins (TCDD only)
Chlorinated Herbicides
Semivolatile

Routine Cost
\$160.00
\$160.00
\$160.00
\$160.00
\$120.00
\$120.00
\$500.00
\$165.00
\$418.00
\$210.00
\$300.00

Method
EPA 8260
EPA 8260
EPA 8260
EPA 8081 A
EPA 8082
EPA 8082
EPA 537 (modified for ww/solid)
EPA 8270 C
EPA 8290 A
EPA 8151
EPA 8270 C

Lab Performing Analysis
LEGEND-AZ
LEGEND-AZ
LEGEND-AZ
LEGEND-MN
LEGEND-MN
LEGEND-MN
LEGEND-MN
LEGEND-MN
LEGEND-MN
LEGEND-MN
PACE ANALYTICAL
PACE NATIONAL
LEGEND-MN

9 Miscellaneous

Ammonia
Cyanide
TOX
Sulfides
Sulfate
pH
Specific Conductance
TOC
Phenolics
Oil and Grease

Routine Cost
\$20.00
\$40.00
\$165.00
\$52.00
\$110.00
\$8.00
\$10.00
\$60.00
\$170.00
\$165.00

Method
SM 4500 NH3 H
EPA 9014
EPA 9020 B
SM 9034
SM 9056 A
EPA 9045 D
EPA 9050 A
SM 2450 G
EPA 8270 C
SM 9071 B

Lab Performing Analysis
LEGEND-AZ
LEGEND-AZ
PACE NATIONAL
TESTAMERICA/EUROFINS-AZ
TESTAMERICA/EUROFINS-AZ
LEGEND-AZ
LEGEND-AZ
LEGEND-AZ
LEGEND-MN
PACE NATIONAL

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	Nitrate	\$20.00	SM 4500 NO3 F	LEGEND-AZ
	Nitrite	\$20.00	SM 4500 NO2 B	LEGEND-AZ
	Chloride	\$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Bromide	\$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Fluoride	\$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
	Paint filter	\$12.00	EPA 9095 A	LEGEND-AZ
	TKN	\$40.00	EPA 351.2	LEGEND-AZ
	Total Phosphorus	\$110.00	SM 4500 P E	TESTAMERICA/EUROFINS-AZ
	Ortho Phosphate	\$110.00	SM 9056 A	TESTAMERICA/EUROFINS-AZ
10	Asbestos	Routine Cost	Method	Lab Performing Analysis
	Fiber Counting	NB	NB	NB
	Bulk Asbestos	\$30.00	EPA 600/R-93/116	FIBERQUANT
	<i>Bulk Asbestos Biosolid</i>	\$110.00	BULK ASBESTOS ANNEX 2	FIBERQUANT
11	Radiochemical	Routine Cost	Method	Lab Performing Analysis
	Gross Alpha and Beta	\$165.00*	EPA 600/00-02/EPA 900.0	RADIATION SAFETY
	Alpha-Emitting Radium Isotopes	\$170.00*	GAMMA RAY HPGE	RADIATION SAFETY
	Radium-228	\$200.00*	GAMMA RAY HPGE	RADIATION SAFETY
	<i>*includes \$90.00 pyrosulfate infusion fee</i>			
12	Other	Routine Cost	Method	Lab Performing Analysis
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	110.00 per Ion	SM 9056 A	TESTAMERICA/EUROFINS-AZ
D	Air and Stack Parameters	Routine Cost	Method	Lab Performing Analysis
1	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	NB	NB	NB
E	Uniform charge and surcharge pricing for:			
1	Uniform charge and surcharge pricing for: Routine analyses for all parameters listed in the program tables.	\$0.00	20% discount off all in-house list prices	

**EXHIBIT B
PRICING**

Rush analyses – 24 hour, 48 hour, 72 hours, 5 day, and 7 day	\$0.00	24-Hour: 100% surcharge 2-day: 75% surcharge; 3-day: 50% surcharge; 4-day: 35% surcharge; 5-day: 25% surcharge	
Weekend and holiday analyses	\$0.00	Weekend: 100% surcharge; Holiday: 200% surcharge	
Emergency analyses	\$0.00	300% surcharge; \$300 minimum invoice	

F Miscellaneous - Other Related Services not listed above

**Percentage Discounts
For Other Services**

The City recognizes that do to regulatory and statue changes and requirements, as well as needs of each agency that it may be necessary to add new or change services to resulting contract(s). Therefore, City reserves the right to add new services and products to the contract. Such services and services added to the resulting contract(s) should be at the same pricing methodology/discounts as the services and products already on contract. This will also apply to future UCMR studies that do not have a final approved list of testing. Participating agencies may also amend any participating agreement(s) as necessary.

Proposers should not leave the discount section blank on the pricing sheet. A nominal value should be included anywhere from 0% to 100%. **If different discounts would apply depending on the type of product or equipment, right "various" in the space provided and include a list of different discounts offered.**

various 0%-20%

G Miscellaneous - Supplies

**Percentage Discounts
For Supplies**

Proposers should not leave the discount section blank on the pricing sheet. A nominal value should be included anywhere from 0% to 100%. **If different discounts would apply depending on the type of supplies, please use the word "various" in the space provided and include a list of different discounts offered.**

various 0%-20%

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **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 and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its 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 collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if 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(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
 - b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

16. DEFAULT.

- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
 - b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

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25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

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35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

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Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200— UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry

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Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.